

**DIRECT TESTIMONY OF  
WILLIAM M. GUERNIER  
ON BEHALF OF  
RASIER, LLC  
DOCKET NO. 2014-372-T**

1   **Q.   PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND POSITION.**

2   A.           My name is William M. Guernier and my business address is 1875  
3           Connecticut Avenue NW, Suite 300, Washington, DC 20009. I am the General  
4           Manager for East Coast Regional Expansion for Uber Technologies, Inc. (“Uber”).

5

6   **Q.   DESCRIBE YOUR EDUCATIONAL BACKGROUND AND BUSINESS  
7           EXPERIENCE.**

8   A.           I graduated from Georgetown University in 2008 with a BSBA in Finance.  
9           From 2008 through 2011, I worked as both an investment analyst and a financial  
10          consultant. In November 2011, I started working for Uber as the Operations &  
11          Logistics Manager in Washington, DC. I was promoted to General Manager for  
12          the Toronto market in 2013, and in May 2014, I moved back to Washington, DC  
13          to take on my current role.

14

15   **Q.   HAVE YOU PREVIOUSLY APPEARED BEFORE THE PUBLIC  
16          SERVICE COMMISSION OF SOUTH CAROLINA (“COMMISSION”)?**

17   A.           No. This is my first opportunity to appear before the Commission.

1 **Q. WHAT ARE YOUR DUTIES AS GENERAL MANAGER FOR REGIONAL**  
2 **EXPANSION?**

3 A. My role is to oversee Uber's operations in a number of markets on the East  
4 coast, including the four markets in which Uber is available in South Carolina. I  
5 manage a team that markets the Uber platform, or "Uber App," to both riders and  
6 TNC Partners and assists Uber's subsidiary, Rasier, LLC ("Rasier"), with its day-  
7 to-day operations, including facilitating new TNC Partners onto the platform and  
8 providing riders and TNC Partners with support for transportation services  
9 arranged through the Uber App.

10  
11 **Q. PLEASE DESCRIBE THE PURPOSE OF YOUR TESTIMONY.**

12 A. The purpose of my testimony is to sponsor Rasier's application for a Class  
13 C – Transportation Network Company ("TNC") Certificate of Public Convenience  
14 and Necessity for Operation of Motor Vehicle Carrier. A copy of Rasier's  
15 Amended Application, with its accompanying exhibits, is attached to my  
16 testimony as Exhibit WMG-1. Also, I will provide the Commission with an  
17 overview of Uber and Rasier and their operations, and a description of the  
18 transportation services provided by individuals who contract with Rasier to  
19 provide transportation services in South Carolina ("TNC Partners").

1 **Q. COULD YOU PLEASE PROVIDE THE COMMISSION WITH**  
2 **INFORMATION REGARDING UBER AND THE SERVICES IT**  
3 **PROVIDES?**

4 A. Uber is a software technology company, incorporated in the State of  
5 Delaware and headquartered in San Francisco, California. Uber's mission is to  
6 turn ground transportation into a seamless service and to make available to  
7 consumers a safe, affordable, and reliable transportation option. In furtherance of  
8 this mission, Uber has developed and offers a free and easy-to-use smartphone  
9 application service ("Uber App") that seamlessly connects riders with TNC  
10 Partners and allows them to access local transportation services in just a few  
11 minutes. Currently, riders in more than 230 cities in 46 countries across the globe,  
12 covering sixty-three percent (63%) of the global population, can access  
13 transportation services using the Uber App. This new and popular service that is  
14 available in certain areas of South Carolina benefits both riders and TNC Partners  
15 by making it easier for riders to request transportation services and creating jobs  
16 for individual TNC Partners. The Uber App also brings a flexible transportation  
17 service to local communities by providing users a safe, reliable, and affordable  
18 transportation option, bringing major economic benefits and improved consumer  
19 experiences to the cities it serves.

1   **Q.     PLEASE DESCRIBE RASIER AND ITS OPERATIONS.**

2   A.           Rasier is a wholly owned subsidiary of Uber and a foreign limited liability  
3               company authorized to transact business in South Carolina. A copy of Rasier's  
4               Certificate of Authorization from the Secretary of State of South Carolina is  
5               attached to Rasier's Amended Application as Exhibit A. Rasier licenses the Uber  
6               App from Uber for the purpose of allowing riders to request transportation from  
7               TNC Partners that have entered into an agreement with Rasier to use the Uber  
8               App. With the assistance of Uber personnel, such as myself, Rasier also is  
9               responsible for facilitating new TNC Partners onto the Uber platform and  
10              providing riders and TNC Partners with support for transportation services  
11              arranged through the Uber App.

12  
13   **Q.     ARE UBER AND RASIER TRANSPORTATION COMPANIES?**

14   A.           No. Neither Uber nor Rasier own, lease, or charter any of the vehicles or  
15               employ any of the TNC Partners that provide transportation services requested  
16               through the Uber App. Rather, Uber developed and owns the Uber App as a  
17               mobile software application that connects riders and TNC Partners. Rasier is the  
18               corporate entity that contracts with and licenses the Uber App to its TNC Partners,  
19               allowing them to use the Uber App to accept transportation requests from riders.  
20               TNC Partners determine if and when they choose to make their transportation  
21               services available to riders and retain sole and complete discretion to decide

1       whether to accept each specific request for transportation received through the  
2       Uber App. The contract between the rider and the TNC Partner is formed when the  
3       TNC Partner exercises his or her discretion to accept the customer's request for  
4       specific transportation services. The TNC Partners provide the performance under  
5       the transportation contract, the fare is automatically charged to the customer's  
6       payment source on file, and the TNC Partners receive payment for the  
7       transportation provided.

8  
9   **Q.   WHAT TYPES OF TRANSPORTATION SERVICES ARE CURRENTLY**  
10 **AVAILABLE UNDER THE UBER PLATFORM?**

11 A.       The transportation services available under the Uber Platform are  
12 dependent upon the supply and demand of each community in which Uber  
13 operates. In certain communities, riders can access the UberX service to request  
14 rides from lower cost vehicles privately owned by TNC Partners, Uber XL or  
15 UberSUV for rides from larger SUV vehicles, and UberBLACK for rides from  
16 luxury vehicles. Initially, South Carolina riders were able to access only the  
17 UberX service. Recently, however, the UberXL service also became available in  
18 the Columbia area. Additional services may be offered in the future as the supply  
19 and demand for transportation services grows.

1   **Q.    WHY DID UBER OR RASIER NOT OBTAIN A CLASS C CERTIFICATE**  
2       **PRIOR TO TNC PARTNERS PROVIDING SERVICES IN SOUTH**  
3       **CAROLINA?**

4    A.       As previously mentioned, neither Uber nor Rasier own, lease, or charter  
5       any of the vehicles or employ any of the TNC Partners that provide transportation  
6       services requested through the Uber App. Rather, Uber developed and owns the  
7       Uber App as a mobile software application that connects riders and TNC Partners  
8       and Rasier contractually licenses the Uber App to its TNC Partners, allowing them  
9       to accept transportation requests from riders through the Uber platform. For these  
10      reasons, Rasier and Uber are not transportation companies; however, we  
11      recognized that significant unmet demand existed in South Carolina for  
12      transportation services that could be facilitated by the Uber App. Thus, we began  
13      recruiting and contracting with TNC Partners to allow them access to the Uber  
14      App to provide those services.

15           Notwithstanding our efforts to educate the public about what we do and  
16      who we are, Uber and Rasier recognize and understand that the Uber App platform  
17      and transportation network companies in general are relatively new and that  
18      questions remain about their operations. Because these questions recently have  
19      been raised in South Carolina, Uber and Rasier want to cooperate with regulators  
20      and resolve these questions so that South Carolinians can fully benefit from these  
21      much needed and desired transportation services. For this reason, Rasier filed its

1 application for a Class C – TNC Certificate to demonstrate its willingness to work  
2 with state regulators. And while Rasier believes that the current statutory  
3 provisions and regulations do not apply to its operations or specifically  
4 contemplate transportation network companies, Rasier believes that the current  
5 uncertainties should be removed and that Rasier should be permitted to operate as  
6 a TNC by utilizing the rules and procedures generally applicable to Class C Motor  
7 Carriers, but modified to create a new and unique category of service called a  
8 “Transportation Network Company.” Rasier urges the Commission to use its  
9 authority to waive rules when doing so is in the public’s best interest, and create a  
10 new category of service for transportation network companies in order to better  
11 serve the needs of the citizens of South Carolina and to keep pace with  
12 technological advances that continue to innovate new ways to connect idle  
13 capacity with South Carolinians’ needs for safe and reliable transportation  
14 services.

15  
16 **Q. PLEASE EXPLAIN HOW A RASIER PROVIDES SERVICES AS A**  
17 **TRANSPORTATION NETWORK COMPANY AND PROVIDE AN**  
18 **OVERVIEW OF THE SERVICES PROPOSED IN THE APPLICATION.**

19 A. As a TNC, Rasier contracts with TNC Partners who use their personal, non-  
20 commercially licensed vehicles to provide transportation services in South  
21 Carolina for a fee. Specifically, TNC Partners do not solicit or accept street hails;

1        rather, they connect with prospective riders via the Uber App which is licensed to  
2        Rasier. Riders access the Uber App through their smartphone, tablet, or other  
3        mobile device to request transportation services and connect with available TNC  
4        Partners. At the time the rider submits a request for transportation services, the  
5        Uber App discloses the applicable transportation rates being charged, and the  
6        option for an estimated fare to the rider before booking the ride. Once the rider  
7        elects to book the transportation services, the rider receives a photograph of the  
8        TNC Partner, the vehicle type, the TNC Partner vehicle's current location, and an  
9        estimated time of arrival. The TNC Partner then transports the rider to the  
10       requested destination. Upon completion of the trip, an electronic receipt is  
11       transmitted to the rider's email address or app documenting the details of the trip.

12  
13    **Q.    HAVE YOU PREPARED A PRESENTATION DESCRIBING HOW THE**  
14    **UBER APP CONNECTS RIDERS AND TNC PARTNERS?**

15    A.        Yes. A copy of this presentation is attached to my testimony as Exhibit  
16    WMG-2.

17  
18    **Q.    HOW DO RIDERS OBTAIN THE UBER APP?**

19    A.        Individuals, 18 years old and up, can download the Uber App for free on  
20    iTunes, Google Play, and the Windows Phone store. Users then create an account  
21    through the app or online at the Uber website by providing their name, email



1 address, phone number, and payment information. Payment options include a valid  
2 credit card, a PayPal account, or Apple Pay. After entering this information and  
3 agreeing to the Uber Terms and Conditions and Privacy Policy, the user receives a  
4 confirmation email and/or SMS text message and then has access to the Uber App.  
5

6 **Q. HOW DOES A RIDER USE THE UBER APP TO REQUEST A RIDE?**

7 A. The rider signs into the Uber App, which uses GPS technology to  
8 determine the rider's location. The Uber App displays a map identifying the TNC  
9 Partner vehicles in the area and provides the rider with an estimated time of arrival  
10 for the nearest TNC Partner to the rider's location. The display also allows the  
11 rider to view the current rates in effect as well as the maximum number of riders  
12 that a single available vehicle can transport.

13 The rider selects their current location or identifies another location where  
14 the rider wishes to be picked up by tapping the Uber App display. The rider has  
15 the option to request a ride or they can request a fare quote by entering the address  
16 or name of their destination. If a fare quote is requested, the app will calculate an  
17 approximate amount based on the estimated time and distance of the trip. The user  
18 then has the option to request the ride.  
19

20 **Q. WHAT OCCURS AFTER THE RIDER REQUESTS A RIDE?**

21 First, the Uber platform utilizes advanced analytical models to ensure that  
22 TNC Partners are available during high traffic times and in high traffic areas,

1       thereby increasing the number of TNC Partners available for public use. Once a  
2       rider has requested a ride, the Uber App automatically contacts the available TNC  
3       Partner closest to the rider's location to ensure that a vehicle can be at the pickup  
4       location very quickly. When a TNC Partner accepts the request, the rider is given  
5       an estimated time of arrival of the TNC Partner, which is typically five minutes.  
6       The Uber App allows the rider to track the progress of the TNC Partner as he or  
7       she approaches the pickup spot, and provides the TNC Partner's first name, photo,  
8       vehicle model, and vehicle license plate number, ensuring that the rider gets into  
9       the correct TNC Partner vehicle. As well, the Uber App allows riders and TNC  
10      Partners to have a direct line of contact with one another if needed, while ensuring  
11      that the phone numbers and personal contact information for the rider and TNC  
12      Partner are anonymized.

13             The TNC Partner then arrives, picks up the rider or riders, and transports  
14      them to the requested destination. While riding, the rider can use the Uber App to  
15      track their progress via GPS so that their location and time of arrival is always  
16      known. The rider also can use the Uber App's "Share My ETA" option to send a  
17      text message to one or more of their phone contacts to let their friends or family  
18      know their estimated time of arrival and follow the rider's route.

1   **Q.    HOW ARE TNC PARTNER VEHICLES IDENTIFIED?**

2   A.           While engaged in providing transportation services, each TNC Partner  
3           vehicle is required to display a marking visible from outside the vehicle  
4           identifying it as a vehicle operated under a TNC Platform.

6   **Q.    HOW DO RIDERS PAY FOR RIDES FROM TNC PARTNERS?**

7   A.           Once a rider arrives at their destination, their fare is automatically charged  
8           to their credit card, PayPal account, or Apple Pay account on file and an electronic  
9           receipt is transmitted to the rider's email address or through the Uber App  
10          documenting the details of the trip, including the applicable charges. This cashless  
11          experience protects both the TNC Partner and the rider and eliminates the hassle  
12          of the post-ride transaction.

14  **Q.    PLEASE EXPLAIN HOW THE FARE FOR EACH RIDE IS**  
15  **CALCULATED.**

16  A.           In South Carolina, riders using the UberX service are charged a base fare of  
17          \$1.95, plus \$0.20 per minute of service and \$1.75 per mile driven, with a  
18          minimum fare for a ride of \$4.00. For the UberXL service, riders are charged a  
19          base fare of \$3.50, plus \$0.25 per minute of service and \$2.75 per mile driven,  
20          with a minimum fare for a ride of \$7.00. For both services, the rider also pays a  
21          safe rides fee of \$1.00 that supports continued efforts to ensure the safest possible

platform for riders and TNC Partners. For complete pricing transparency, the safe rides fee is identified as a separate line item charge on the Uber App display, the Uber website, and every receipt. Flat fees may also be charged for direct trips to and from specific locations, such as the airport. A \$5.00 Cancellation fee and cleaning fees will be applied as necessary, with advance notice to the customer.

**Q. ARE THESE RATES SUBJECT TO CHANGE?**

A. Yes. Rates may increase or decrease in real time for the purpose of balancing supply and demand, such as for promotional offerings, special events, or holidays. During periods of high demand, rates may temporarily increase through the application of dynamic pricing known as “Surge Pricing.”

**Q. PLEASE EXPLAIN “SURGE PRICING”?**

A. If there are an insufficient number of available TNC Partners during periods of high demand, ride requests may go unfilled or may require riders to wait a longer period of time for a ride. In order to address this supply-demand imbalance, Surge Pricing may go into effect to encourage more TNC Partners to log on to the Uber App and offer rides to potential riders. The level of Surge Pricing in effect is driven algorithmically when wait times are increasing dramatically and unfulfilled requests start to rise. Once enough TNC Partners are available, prices will return to normal levels. Through this mechanism, the number of available TNC Partners

1 is increased, reliability of prompt transportation services is improved, and the  
2 number of completed rides is maximized.

3  
4 **Q. HOW OFTEN IS SURGE PRICING IN EFFECT?**

5 A. Only a small number of rides are affected by surge pricing, comprising less  
6 than 10% of trips. Surge Pricing is most common during peak times on Friday and  
7 Saturday nights, on certain holidays such as Halloween and New Year's Eve, and  
8 during particularly big events like sporting or entertainment events.

9  
10 **Q. ARE RIDERS NOTIFIED WHEN SURGE PRICING IS IN EFFECT?**

11 A. Yes. When Surge Pricing is in effect, riders are notified by a "splash  
12 screen" in the Uber App identifying what the rate increase is versus the normal  
13 rate. The rider must "ok" this notification before requesting a ride. Alternatively,  
14 the rider can use the Uber App's "Surge Drop" option to request that they be  
15 notified if Surge Pricing at their location ends within the next 30 minutes, thereby  
16 allowing the rider to wait for a lower cost ride.

17 If the rider selects "ok" for the first notification, they then can request a fare  
18 quote using the Surge Pricing rate and/or request a ride. Once a ride is requested,  
19 another "splash screen" notification immediately pops up informing the rider again  
20 that Surge Pricing is in effect. The rider again must confirm their understanding  
21 that Surge Pricing is in effect by selecting the "I ACCEPT HIGHER FARE"

1 option and keying in a specific confirmation of the rate before they can proceed  
2 with requesting a ride.

3  
4 **Q. WHAT STEPS DO UBER AND RASIER TAKE TO INFORM RIDERS**  
5 **ABOUT SURGE PRICING?**

6 A. Uber and Rasier strive to be exceedingly transparent about the normal rate  
7 structure as well as the Surge Pricing rates. Uber has published several articles on  
8 its website advising riders about how Surge Pricing works and encouraging riders  
9 not to ride at certain times of high demand if possible. Additionally, because Surge  
10 Pricing is most common during certain holidays and special events, riders will  
11 often receive an email from Uber ahead of the holiday or special event informing  
12 them that Surge Pricing is possible during those busy times. These emails also  
13 provide riders tips for avoiding surprises or saving money, such as making sure to  
14 request a fare estimate in the Uber App before requesting a ride or using the Uber  
15 App's "Split Fare" option, which allows riders to share the cost of the ride with  
16 other riders through the Uber App. Therefore, riders are fully informed about  
17 Surge Pricing at the time they request a ride and are free to choose other  
18 transportation providers if they find the applicable fare unacceptable.

1 **Q. IS THIS METHOD OF INCREASING RATES DURING PERIODS OF**  
2 **HIGH DEMAND UNIQUE TO UBER’S OR RASIER’S OPERATIONS?**

3 A. No. Airlines, hotels, and rental car companies frequently use dynamic  
4 pricing and typically at ratios that are similar to Uber’s and Rasier’s highest peaks  
5 of demand. For example, a room on New Years’ Eve or a flight around  
6 Thanksgiving costs more because demand is dramatically higher than at other  
7 times of the year. However, there is one material difference between Uber and  
8 these businesses that increases the need for dynamic pricing in Uber’s case. While  
9 the supply for airline seats, hotel rooms, and rental cars is relatively fixed  
10 regardless of demand, the supply for TNC Partners actually shrinks during most  
11 times of high demand (holidays, Friday and Saturday nights, etc.) because TNC  
12 Partners would prefer not be working at those times just like everyone else. Thus,  
13 the need for dynamic pricing to increase the supply of TNC Partners is even  
14 greater in Uber’s case.

15  
16 **Q. WHAT ARE THE PRIMARY PURPOSES OF THIS DYNAMIC PRICING**  
17 **STRUCTURE?**

18 A. Reliability and availability. The alternative to dynamic pricing is that at  
19 times of high demand there will not be enough TNC Partners available to provide  
20 prompt and reliable service. As a result, customers would either have  
21 unreasonably long and unpredictable wait times or would be unable to secure a

1 ride at all. Using a fixed rate structure, like those used by traditional taxi cab  
2 companies and other similar transportation drivers, does not encourage additional  
3 TNC Partners to offer transportation services during periods of high demand. And,  
4 as previously mentioned, TNC Partners also enjoy time off from providing  
5 transportation services and participating in weekend, holiday, and entertainment  
6 events. TNC Partners therefore may be disinclined to transport riders under a fixed  
7 rate structure and riders may be unable to secure prompt transportation services at  
8 those times.

9 Uber and Rasier are sensitive to the perspective some riders have about  
10 dynamic pricing but believe that encouraging prompt and reliable service to the  
11 maximum number of customers benefits riders, TNC Partners, and the companies,  
12 and, therefore, outweighs limited customer dissatisfaction with the dynamic  
13 pricing model. Additionally, Uber and Rasier believe that increased awareness and  
14 understanding of dynamic pricing will further reduce this limited dissatisfaction.  
15 For this reason, Uber and Rasier have gone to great lengths to be open and  
16 transparent about Surge Pricing and increasingly provide riders with information  
17 about dynamic pricing, which will assist customers in making informed choices  
18 regarding their transportation service needs.



1   **Q.     HOW DOES THE UBER PLATFORM BENEFIT TNC PARTNERS?**

2   A.           The Uber Platform has created a new market for transportation services that  
3           leads to significant job creation and a reduction in unemployment in all Uber  
4           cities. The flexibility of the Uber App allows TNC Partners to work when it's  
5           convenient for them – earning money in between other jobs, working with other  
6           companies, working around their families' schedules, or taking personal time  
7           away from work. For this reason, Uber's technology encourages entrepreneurship  
8           and fosters significant small businesses growth. Hundreds of thousands of TNC  
9           Partners have been provided the opportunity to start and grow their own small  
10          businesses and it is expected that in 2015 over one million (1,000,000) TNC  
11          Partner jobs will be generated by the Uber platform.

12  
13   **Q.     HOW DOES RASIER ENGAGE INTERESTED PERSONS TO BECOME A**  
14   **TNC PARTNER?**

15   A.           Rasier recruits TNC Partners via the Uber website, physical or virtual  
16          marketing, in-person events, and referrals from other TNC Partners. Uber also  
17          recently launched its nationwide "UberMILITARY" initiative sponsored by  
18          former secretary of defense, Robert Gates. Under this program, Uber is working  
19          with Hiring Our Heroes via targeted outreach and special incentives to bring  
20          50,000 service members, veterans, and military spouses onto the Uber platform as  
21          TNC Partners by March 2016. The UberMILITARY Advisory Board and internal

1 UberMILITARY team includes experts representing every branch of the military  
2 who continue to put forward new initiatives to positively impact military  
3 communities.

4  
5 **Q. WHAT ARE THE REQUIREMENTS FOR A POTENTIAL TNC**  
6 **PARTNER TO PROVIDE TRANSPORTATION SERVICES UNDER THE**  
7 **UBER APP PLATFORM?**

8 A. Before a TNC Partner may begin providing transportation services to riders  
9 under the Uber App platform, they must pass a rigorous background check and  
10 meet a number of stringent requirements to ensure the safety of both its riders and  
11 TNC Partners. In addition, Rasier requires TNC Partner vehicles to undergo a  
12 comprehensive safety inspection before the vehicle provides TNC services and  
13 thereafter on an annual basis.

14  
15 **Q. PLEASE DESCRIBE THE DRIVING HISTORY BACKGROUND CHECK**  
16 **RASIER PERFORMS ON EACH OF ITS TNC PARTNERS.**

17 A. Prior to permitting an individual to act as a TNC Partner, Rasier determines  
18 that each TNC Partner possesses a valid driver's license, social security number,  
19 and proof of vehicle registration; maintains current personal automobile liability  
20 insurance that meets minimum standards set forth in the jurisdiction where the  
21 vehicle is registered; and is at least twenty-one (21) years of age. Rasier also

1 obtains and reviews a driving history research report (motor vehicle records  
2 search) from the state of South Carolina, including records maintained by the  
3 South Carolina Department of Motor Vehicles, or the state of licensure for such  
4 individual. The reported information reviewed by Rasier includes any disciplinary  
5 actions against the TNC Partner, the issuance and expiration dates of the driver's  
6 license, and the TNC Partner's current status, including any driving restrictions  
7 placed upon the TNC Partner. Rasier disqualifies any applicant whose driving  
8 record check reveals that, within the three-year period prior to such check, they  
9 have been convicted of or pleaded guilty to more than three moving violations.

10 Rasier also maintains up to date copies of the following documents and  
11 information for all TNC Partners who operate in South Carolina: (1) Proof that  
12 each TNC Partner maintains a personal automobile liability insurance policy that  
13 meets the minimum state requirements; (2) Each TNC Partner's driver's license;  
14 (3) Each TNC Partner's social security number; (4) Each TNC Partner's vehicle's  
15 registration card; and (5) Proof of inspections.

16  
17 **Q. DOES RASIER CONDUCT A CRIMINAL HISTORY BACKGROUND**  
18 **CHECK ON ITS TNC PARTNERS?**

19 A. Yes. Prior to permitting an individual to act as a TNC Partner, Rasier  
20 obtains and reviews a criminal history research report for such person using the  
21 Multi-State/Juris Criminal Records Locator or other similar commercial

1 nationwide database with validation (primary source search). This search includes  
2 Information from various jurisdictions including county court records, state  
3 repositories, Department of Corrections, Department of Public Safety, Traffic  
4 Court and proprietary offender data. Rasier disqualifies any applicant whose  
5 criminal history record check reveals that they have been convicted of or pleaded  
6 guilty to any offense that prevents their operation as a Class C Motor Carrier  
7 pursuant to South Carolina law or the Commission's regulations.  
8

9 **Q. DOES RASIER PROHIBIT POTENTIAL TNC PARTNERS WHO ARE**  
10 **REGISTERED OR REQUIRED TO BE REGISTERED AS SEX**  
11 **OFFENDERS FROM BECOMING TNC PARTNERS?**

12 A. Yes. Prior to permitting an individual to act as a TNC Partner, Rasier  
13 obtains and reviews South Carolina's Sex Offender Registry and the U.S.  
14 Department of Justice's National Sex Offenders Public Website. Rasier  
15 disqualifies a TNC Partner during any period in which he or she is a person for  
16 whom registration with the Sex Offender Registry is required pursuant to South  
17 Carolina law or on the U.S. Department of Justice's National Sex Offenders Public  
18 Website.  
19  
20

1 **Q. WHAT IS RASIER'S POLICY ON DRUG OR ALCOHOL USE BY ITS**  
2 **TNC PARTNERS?**

3 A. Rasier has a zero tolerance policy on the use of drugs or alcohol applicable  
4 to any TNC Partner. Through the Uber website, Rasier provides notice of the zero  
5 tolerance policy as well as the procedures to report a complaint about a TNC  
6 Partner with whom the rider was matched and for whom the rider reasonably  
7 suspects was under the influence of drugs or alcohol during the course of the ride.  
8 Upon receipt of a rider complaint that a TNC Partner was under the influence of  
9 drugs or alcohol during the course of a ride, Rasier immediately deactivates the  
10 TNC Partner's access to its TNC Platform pending an investigation of the  
11 allegations. The TNC Partner's deactivation of access to the TNC Platform lasts  
12 for the duration of the investigation.

13  
14 **Q. DOES RASIER PLACE LIMITATIONS ON THE TYPES OF VEHICLES**  
15 **TNC PARTNERS CAN USE TO PROVIDE TRANSPORTATION**  
16 **SERVICES?**

17 A. Yes. Rasier ensures that TNC Partners only use vehicles with a maximum  
18 seating capacity of seven persons, including the TNC Partner. Additionally, Rasier  
19 requires TNC Partners to use 4 door passenger vehicles, no more than ten (10)  
20 model years old, that seat at least five (5) adults. Rasier requires vehicles operated  
21 by TNC Partners to undergo and pass a comprehensive safety inspection before

1 the vehicle provides transportation network services and thereafter on an annual  
2 basis. Attached as Exhibit C to Rasier's Amended Application is Rasier's Annual  
3 Vehicle Inspection report that identifies the items to be inspected on each vehicle.  
4

5 **Q. WHAT STEPS DOES RASIER TAKE TO ENSURE ITS TNC PARTNERS**  
6 **PROVIDE SAFE AND RELIABLE TRANSPORTATION SERVICES**  
7 **AFTER THEY PASS THE NECESSARY BACKGROUND CHECKS AND**  
8 **VEHICLE INSPECTIONS?**

9 A. Rasier is committed to ensuring that TNC Partners provide the safest ride  
10 on the road, which means implementing the strictest safety standards possible and  
11 continually looking for ways to improve them. Through a multi-faceted approach,  
12 Rasier diligently works to ensure that its TNC Partners exceed state and local  
13 requirements for both rider and TNC Partner safety and security.

14 A top priority for Uber and Rasier is accessibility. The Uber platform was  
15 developed to expand access to transportation options and eliminate discrimination.  
16 Before accepting a trip, TNC Partners are not given any identifying information  
17 about a rider when a request is made through the app thereby eliminating the  
18 opportunity for discrimination against certain riders. Persons with disabilities also  
19 have improved access to transportation services under the Uber App. For example,  
20 Uber has been lauded by the blind and visually-impaired community for  
21 increasing their freedom and mobility. The Uber app is fully VoiceOver iOS

1 compatible and uses every feature of the iPhone, enabling a safe transportation  
2 option for the visually impaired community that is adaptable to their needs.  
3 Similarly, service animals are welcome and TNC Partners agree to provide service  
4 to riders with service animals when the sign up with Rasier.

5 Further, Rasier requires TNC Partners to accept only rides booked through  
6 a TNC Platform and not to solicit or accept street-hails. Not only does this ensure  
7 that a proper record is maintained for every ride, but it also enables riders to  
8 request transportation services from a safe and comfortable location, rather than a  
9 busy or otherwise unsafe street. And once a ride request is confirmed, riders are  
10 provided the TNC Partner's first name, photo, vehicle model, license plate  
11 number, and TNC Partner rating, and after every trip, riders are asked to  
12 anonymously rate their TNC Partner and provide feedback about the ride, all of  
13 which ensures full accountability.

14 To ensure rider safety, TNC Partners also are required to immediately  
15 inform Rasier of any change in the TNC Partner's driver's license status, motor  
16 vehicle registration, or motor vehicle insurance, and of any arrest or charge for a  
17 crime or driving offense that would disqualify an individual from operating as a  
18 TNC Partner. Additionally, Rasier requires each TNC Partner to carry at all times  
19 in the TNC Partner vehicle proof of both the TNC Partner's personal insurance  
20 and the insurance policies issued by James River Insurance Company. Rasier also  
21 requires TNC Partners to access and operate smartphones, tablets, and other

mobile devices in a manner consistent with South Carolina law and highway safety.

**Q. PLEASE EXPLAIN THE TNC PARTNER RATING SYSTEM.**

A. After every trip, riders are prompted to anonymously rate their TNC Partner on a one-to-five-star rating scale and provide feedback about their ride experience. Riders can provide feedback on certain categories such as arrival time, TNC Partner professionalism, driving ability, trip route, and car quality, and can submit comments on any other issue. Rasier constantly monitors this feedback and will offer tips to TNC Partners whose ratings are lower than expected to help them improve the transportation service experience they deliver. Rasier will also deactivate a TNC Partner for consistently poor ratings. TNC Partners are fully aware of their overall rating and work hard to keep it high. This rating system ensures full accountability and maintains a safe and respectful environment for riders and TNC Partners.

**Q. WHAT STEPS WILL RASIER TAKE IN THE EVENT A RIDER COMPLAINS ABOUT A TNC PARTNER?**

A. A TNC Partner whose service is deemed unsatisfactory as a result of rider responses, after investigation, is no longer permitted to access the TNC platforms. Should a rider complain about a TNC Partner with whom the rider was matched



1 and for whom the rider reasonably suspects was under the influence of drugs or  
2 alcohol during the course of the ride, Rasier will immediately deactivate the TNC  
3 Partner's access to its TNC Platform pending an investigation of the allegations.  
4 The TNC Partner's deactivation of access to the TNC Platform will last for the  
5 duration of the investigation.

6 If a person files a complaint with the Commission or the Office of  
7 Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a  
8 vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon  
9 request and reasonable notice, such records as are reasonably necessary to  
10 investigate and resolve that specific complaint.

11  
12 **Q. DO TNC PARTNERS RATE RIDERS AS WELL?**

13 A. Yes. Ensuring that TNC Partners feel respected and protected is also a high  
14 priority for Uber and Rasier. Accordingly, TNC Partners have the option to rate  
15 and provide feedback regarding their riders, which is regularly reviewed by  
16 Rasier. This helps protect TNC Partners from aggressive, violent, or disrespectful  
17 riders as riders that exhibit threatening or unsafe behavior may no longer be able  
18 to use the service for a certain period or indefinitely. Riders do not have access to  
19 the rating a specific TNC Partner has given them, but riders can request their  
20 overall rating from a TNC Partner or by contacting Uber or Rasier directly.

1   **Q.     HOW SAFE ARE RIDERS WHO USE THE UBER APP?**

2   A.           The entire Uber platform has been designed from the ground up with rider  
3               safety and convenience in mind. From the initial TNC Partner background checks  
4               and vehicle requirements to the TNC Partner rating system, Rasier works to ensure  
5               that only the safest and most reliable TNC Partners are providing transportation  
6               services.

7               Additionally, the Uber platform inherently promotes safety. The cashless  
8               experience substantially reduces the likelihood of crimes like robbery and assault,  
9               and the rider's ability to request services from a safe and comfortable location,  
10              along with the complete restriction on street hails, reduces the risks that  
11              accompany waiting for or hailing transportation on a busy or otherwise unsafe  
12              street. Uber App features such as providing the first name, photo, and vehicle  
13              information of the TNC Partner before he arrives, allowing the rider to track their  
14              location and progress throughout the ride, and giving the rider the option to share  
15              their estimated time of arrival, location, and route progress via text message with  
16              their family and friends during the ride are all in place for rider safety.

17              The availability, accessibility, and affordability of Rasier's services also  
18              help to reduce drunk driving and alcohol related crashes. One of Uber and Rasier's  
19              most important initiatives is the prevention of drunk driving, and the ubiquity and  
20              reliability of the Uber platform makes it easy for people to leave their cars at home  
21              and can remove the temptation of getting behind the wheel after a night on the

1 town. Uber also has partnered with Mothers Against Drunk Driving (MADD)  
2 across the United States and collaborates with local colleges and universities all in  
3 the name of finding people safe rides home. The Uber App “Split Fare” feature  
4 also easily allows riders to share the cost of the ride, thereby reducing the effect  
5 cost has on a rider’s decision to request a ride rather than drive in an unsafe  
6 condition.

7 Similarly, the reliability and fast response times assist South Carolina  
8 residents who rely on for-hire transportation in emergency situations with  
9 obtaining the help they need in a timely manner. The availability of Uber service  
10 throughout the city serves to alleviate strain on ambulances in non-emergency  
11 situations, and provides riders with a safe and reliable alternative for regular trips  
12 to and from hospitals in their communities. Again, the Uber platform was created  
13 to make sure that people get safe rides when and where they need them, no matter  
14 what, and Uber and Rasier take pride that the TNC Partners consistently meet and  
15 exceed this objective.

16 Finally, Uber and Rasier depend on the trust of the riders and TNC Partners  
17 that use the Uber platform, and thus, have a strict privacy policy, which is  
18 continuously reviewed and updated as needed by Uber’s privacy team and some of  
19 the most respected data privacy experts in the world. First and foremost, though,  
20 Rasier’s technology ensures that riders and TNC Partners are not able to access  
21 each other’s contact information, which substantially minimizes the risk of a rider

1 or TNC Partner attempting to communicate with each other in an inappropriate  
2 manner after the trip ends. Internal access to rider and TNC Partner information is  
3 closely monitored and audited by data security specialists on an ongoing basis, and  
4 Uber and Rasier staunchly protect this information from unauthorized internal and  
5 external access.

6  
7 **Q. DOES RASIER MAINTAIN AN INSURANCE POLICY FOR ITS TNC**  
8 **PARTNERS AND RIDERS?**

9 A. Yes. Mr. Henry Gustav Fuldner, the Director of Insurance for Uber, will  
10 provide detailed testimony to the Commission about the details concerning the  
11 coverage provided by Rasier's insurance policies with James River. However,  
12 Rasier will maintain on each TNC Partner's behalf, or verify that each TNC  
13 Partner maintains, a liability insurance policy or policies that well exceed the  
14 minimum limits of liability required by the Commissions regulations.

15  
16 **Q. COULD YOU DESCRIBE THE COVERAGE LIMITS OF THE POLICY?**

17 A. The policy provides primary coverage of at least \$1,000,000 per accident  
18 for accidents involving a TNC Partner from the time the TNC Partner accepts a  
19 trip request until the rider exits the TNC Partner's vehicle. In addition, the policy  
20 provides uninsured/underinsured motorist coverage of at least \$1,000,000 per  
21 accident for bodily injury resulting from accidents involving a TNC Partner from

1 the time the TNC Partner accepts a trip request until the rider exits the TNC  
2 Partner's vehicle. During the time that a TNC Partner is logged into a TNC  
3 Platform, but the TNC Partner is not providing services, the policy also provides  
4 contingent liability coverage of at least \$50,000 per person and at least \$100,000  
5 per accident, and at least \$25,000 for property damage per accident, in the event  
6 that a TNC Partner's personal insurance policy denies coverage under the terms of  
7 the TNC Partner's personal insurance. Finally, the policy includes a clause that  
8 binds the insurance company to the provisions of the above paragraphs until such  
9 time as the insurer provides ORS with notice of cancellation or modification of the  
10 policy, which notice will be provided not later than 30 days prior to the effective  
11 date of cancellation or modification.

12  
13 **Q. DOES RASIER ADVISE ITS TNC PARTNERS WITH RESPECT TO TAX**  
14 **OR INSURANCE CONSEQUENCES OF PROVIDING TNC SERVICES?**

15 A. Yes. Rasier advises TNC Partners to consult with appropriate professionals  
16 and authorities regarding the possible financial and contractual consequences of  
17 operating as a TNC Partner, including consequences for personal income tax and  
18 other tax liabilities, personal insurance coverage of the TNC Partner vehicle, and  
19 financing agreements with TNC Partner vehicle lienholders.

1 **Q. IS RASIER FINANCIALLY ABLE TO FURNISH THE SERVICES**  
2 **SPECIFIED IN THE APPLICATION?**

3 A. Yes. Rasier has the financial capacity to support its expansion into South  
4 Carolina and is committed to making the necessary investment to make its South  
5 Carolina operations a going concern. Rasier considers its Balance Sheet to be  
6 confidential, proprietary, and competitively sensitive. However, for the Period  
7 September 2014 through August 2015, Rasier has projected operating revenues of  
8 \$108,836, and operating expenses of \$136,767. In addition, Rasier has sufficient  
9 assets to meet its obligations.

10  
11 **Q. COULD YOU EXPLAIN WHY RASIER IS REQUESTING THAT THE**  
12 **COMMISSION WAIVE ITS COMPLIANCE WITH CERTAIN**  
13 **REGULATIONS?**

14 A. As stated earlier in this testimony, the existing regulations do not address  
15 Rasier's unique and innovative operations. Thus, Rasier seeks an order authorizing  
16 its operations as a subcategory of Class C authority. Recognizing "Transportation  
17 Network Companies" as a subcategory of Class C authority will remove the  
18 uncertainty and confusion that currently exists about Rasier's operations, will  
19 ensure that Rasier's TNC services remain available to meet the needs of South  
20 Carolinians, and will assure the State's citizens that innovation and technology are  
21 embraced in this State and encouraged to meet the needs of South Carolinians for

1 reliable, safe, and responsive transportation services. As requested in Rasier's  
2 Application, waiving certain regulations will not impact the safety or reliability of  
3 Rasier's operations. For other regulations, Rasier is requesting an order confirming  
4 that its operations reasonably comply with the regulations. In sum, these waivers  
5 coupled with proposed subcategory of Class C authority will result in South  
6 Carolina's citizens enjoying the convenience of unique and technologically superb  
7 TNC services, while permitting Rasier to operate as a TNC under the  
8 Commission's regulatory jurisdiction and in compliance therewith.

9  
10 **Q. PLEASE EXPLAIN RASIER'S REQUEST FOR AN ORDER BY**  
11 **PROVIDING AN ELECTRONIC RECEIPT TO RIDERS SATISFIES THE**  
12 **COMMISSION'S REGULATIONS.**

13 A. 10 S.C. Code Ann. Reg. 103-133(7)(B)(8) provides that "Each driver shall,  
14 upon request of the rider making payment, and upon receipt of full payment for  
15 the authorized fare, give a receipt to the rider making the payment." The TNC  
16 Platform provides each rider with an electronic receipt at the conclusion of each  
17 trip. Rasier therefore requests that the Commission find that the provision of an  
18 electronic receipt through the TNC Platform complies with the requirements of 10  
19 S.C. Code Ann. Reg. 103-133(7)(B)(8).

1 **Q. HAS RASIER REQUESTED SIMILAR CLARIFICATION WITH**  
2 **RESPECT TO COMMISSION REGULATIONS REQUIRING DRIVERS**  
3 **TO DISPLAY SOME FORM OF PICTURE IDENTIFICATION?**

4 A. Yes. 10 S.C. Code Ann. Reg. 103-133(7)(B)(10) states, “[w]hile in  
5 operation, each driver shall have attached to the interior of the vehicle, in such a  
6 way as to be visible by riders in the rear seat of the taxi, some form of picture  
7 identification. Such identification should display as a minimum the driver's name,  
8 picture, and the name of the holder of authority under a Certificate of PC&N under  
9 which the driver is operating. This paragraph is inapplicable to Class C-Charter  
10 Carriers.” The TNC Platform provides each rider with information regarding the  
11 TNC Partner and TNC Partner Vehicle. Rasier, therefore requests that the  
12 Commission find that furnishing information regarding a TNC Partner and TNC  
13 Partner vehicle through the TNC Platform complies with this requirement.

14  
15 **Q. HOW DOES RASIER PROPOSE TO COMPLY WITH THE**  
16 **COMMISSION’S REQUIREMENTS THAT DRIVERS KEEP A DAILY**  
17 **MANIFEST?**

18 A. The TNC Platform maintains a record of the time at which the TNC Partner  
19 logs into the TNC Platform and begins providing services, the time and place of  
20 commencement, the number of riders transported, the name and place of delivery  
21 of the riders, and the amount of the fare charged. As provided in 10 S.C. Code



1 Ann. Reg. 103-133(7)(B)(12), drivers are required to keep a daily manifest  
2 containing the date and time of each trip, the place of commencement and delivery  
3 of the riders and the amount of the fare. Because all of this information is reflected  
4 in the TNC Partner logs, Rasier respectfully requests that the Commission  
5 conclude this record complies with the manifest requirements.  
6

7 **Q. WHY IS RASIER REQUESTING THAT THE COMMISSION WAIVE THE**  
8 **REGULATORY REQUIREMENTS THAT IT PROVIDE CERTAIN**  
9 **INFORMATION TO ORS REGARDING THE REGISTRATION OF**  
10 **DRIVERS AND VEHICLES?**

11 A. As set forth in the Application, Rasier asserts that, due to the competitive  
12 nature of its proposed operations, any documents reflecting vehicle-specific  
13 information of its TNC Partners are confidential, proprietary, and competitively  
14 sensitive information. Accordingly, Rasier respectfully requests that the  
15 Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs.  
16 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to  
17 provide to ORS information that may identify TNC Partners or TNC Partner  
18 vehicles. Instead, Rasier requests that the Commission allow Rasier to maintain  
19 driving records, vehicle inspection reports, and other similar competitively  
20 sensitive information and make those records available for ORS review at its  
21 offices.

1   **Q.    WHY IS RASIER SEEKING A WAIVER OF THE REGULATION THAT**  
2       **ORS BE PERMITTED TO INSPECT THE VEHICLES OF ITS TNC**  
3       **PARTNERS?**

4   A.       Rasier requires vehicles operated by TNC Partners to undergo and pass a  
5       comprehensive safety inspection before the vehicle provides transportation  
6       network services and thereafter on an annual basis. Pursuant to Commission  
7       Regulations, ORS routinely performs, but is not required to conduct, an initial  
8       inspection of vehicles used to provide Class C motor carrier services. Because  
9       Rasier requires an inspection of its vehicles before they enter service, Rasier  
10      respectfully requests that the Commission waive any regulation requiring Rasier or  
11      a TNC Partner to submit to an initial ORS inspection of TNC Partner vehicles.  
12      Rather, Rasier will maintain the vehicle inspection records and make the same  
13      available to ORS

14  
15   **Q.    IS RASIER SEEKING A WAIVER OF THE PLACARDING**  
16       **REQUIREMENTS?**

17   A.       Yes. Because TNC Partners operate privately owned vehicles, Rasier  
18      requests that the Commission waive the application of 10 S.C. Code Ann. Reg.  
19      103-153 requiring motor carriers to display the name, place of principal office, and  
20      Commission identification number on the vehicle. Requiring Rasier and TNC  
21      Partners to comply with this regulation would unreasonably encumber TNC

1 Partners and would create significant difficulty, thereby reducing the number of  
2 individuals willing to provide service as TNC Partners. Pursuant to its Trade Dress  
3 requirements and in order to clearly identify a vehicle as a TNC Partner Vehicle.,  
4 Rasier will require TNC Partners to display a consistent and uniform sign,  
5 emblem, or marking inside the windshield area or other conspicuous location that  
6 identifies a vehicle as providing TNC services under the brand name “Uber” when  
7 the TNC Partner is providing TNC services.

8 Rasier also anticipates that it will have over 20 vehicles used by TNC  
9 Partners to provide transportation services in South Carolina and agrees to provide  
10 ORS with a notarized affirmation from an authorized Rasier representative every  
11 six (6) months attesting that at least this many vehicles are in operation.  
12 Accordingly, Rasier submits that it will be exempt from any requirements to pay  
13 license decal fees pursuant to S.C. Code Ann. § 58-23-560. To the extent that 10  
14 S.C. Code Ann. Reg. 103-154 requires otherwise, Rasier respectfully requests a  
15 waiver of the same.

16  
17 **Q. WHY IS RASIER SEEKING A WAIVER OF THE REQUIREMENTS**  
18 **THAT IT FILE EVIDENCE OF INSURANCE?**

19 A. Form E requires an insurer to certify that the coverage it has issued  
20 “provide automobile bodily injury and property damage liability insurance  
21 covering the obligations imposed upon such motor carrier by the provisions of the

1 motor carrier law of the State.” One of those obligations is that the issuing carrier  
2 be “authorized to do business” in South Carolina. A minor change to the Form E  
3 that denotes that James River is certifying that the coverage issued meets the  
4 “financial amounts” vs. “obligations” imposed by law will allow James River to  
5 issue a Form E as a surplus lines carrier. Rasier submits that the modified Form E  
6 submitted as Exhibit B-3 to the application demonstrates the requisite evidence of  
7 bodily injury and property damage required by the Commission regulations.  
8 Rasier therefore requests that the Commission waive the requirements of 10 S.C.  
9 Code Ann. Reg. 103-171 and find that filing the revised Form E meets the  
10 insurance evidence requirements.

11  
12 **Q. IN SUM, WHAT IS RASIER REQUESTING BY FILING ITS**  
13 **APPLICATION FOR A CLASS C – TNC CERTIFICATE?**

14 A. Rasier seeks an order authorizing its operations as a Class C -  
15 Transportation Network Company to remove the uncertainty and confusion that  
16 currently exists about Rasier’s operations and to ensure that Rasier’s  
17 technologically superb TNC services remain available to meet the needs of South  
18 Carolinians for reliable, safe, and responsive transportation services. Because  
19 Rasier’s unique and innovative operations are not encompassed by the current  
20 regulations, Rasier is requesting that the Commission use its authority to waive  
21 some regulations in the best interests of the public and to confirm that Rasier

1 operations reasonably comply with other regulations, thereby creating a new  
2 category of service for transportation network companies that Rasier can operate  
3 under in order to better serve the needs of the citizens of South Carolina and to  
4 enable new ways to connect idle capacity with South Carolinians' needs for safe  
5 and reliable transportation services.

6  
7 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

8 **A. Yes.**

**EXHIBIT WMG-1**  
**Docket No. 2014-372-T**

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 Fax: (803) 896-5199

**AMENDED APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY FOR  
OPERATION OF MOTOR VEHICLE CARRIER (AMENDED)**

Date: December 15, 2014

**CLASS C – TRANSPORTATION NETWORK COMPANY**

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann. §§ 58-23-10, et seq. (1976), and amendments thereto.

**INTRODUCTION**

**1. Operational Overview**

Rasier, LLC (“Rasier”), a wholly owned subsidiary of Uber Technologies, Inc. (“Uber”) and a foreign limited liability company authorized to transact business in South Carolina, seeks to be licensed in South Carolina as a Class C “Transportation Network Company” (“TNC”). As a TNC, Rasier proposes to contract with individuals (“TNC Partners”) who will use their personal, non-commercially licensed vehicles to provide passenger transportation services in South Carolina for a fee. Specifically, TNC Partners will not solicit or accept street hails; rather, they will connect with prospective passengers via Uber’s digital platforms (“TNC Platform”) which are licensed to Rasier. Passengers will access a TNC Platform through their smartphone, tablet, or other mobile device to request transportation services and connect with available TNC Partners. At the time the passenger submits a request for transportation services, the TNC Platform will disclose the applicable transportation rates being charged, and the option for an estimated fare to the passenger before booking the ride. Once the passenger elects to book the transportation services, the passenger receives a photograph of the TNC Partner, the vehicle type, the TNC Partner vehicle’s current location, and an estimated time of arrival. The TNC Partner then will transport the passenger to the requested destination. Upon completion of the trip, an electronic receipt will be transmitted to the passenger’s email address or app documenting the details of the trip.

In South Carolina, the transportation services available under the TNC Platform will include (1) the UberX service, which allows riders to request and receive rides from lower cost vehicles privately owned by TNC Partners; and (2) in some areas, the UberXL service, which allows riders to request and receive rides from larger SUV vehicles. Depending on supply and demand, availability of these services will expand to different communities within the state and additional alternative transportation services may be offered in the future.

**2. Promptness of Service**

The TNC Platforms automatically contact the vehicle closest to the rider’s location and ensure that a TNC Partner’s vehicle can be at the pickup location very quickly. Rasier also utilizes advanced analytical models to ensure that TNC Partners are available during high traffic times and in high traffic areas, thereby

increasing the number of TNC Partners available for public use. As a result, the wait time for vehicles requested through a TNC platform is typically five minutes. This fast response time also assists South Carolina residents who rely on for-hire transportation in emergency situations with obtaining the help they need in a timely manner. This availability, accessibility, and affordability of Rasier's services also helps to reduce drunk driving and alcohol related crashes.

### **3. Safety**

Given the nature of its services and the requirements of its TNC Partners, and by employing state of the art technology, Rasier will provide a high level of safety, access, and responsiveness. A passenger who uses a TNC Platform on his or her smartphone is able to track the progress of the driver as he or she approaches the pickup spot, view a photograph of the driver before he or she arrives, and ascertain the license plate number of the vehicle before it arrives, ensuring that the passenger gets into the correct TNC Partner vehicle. Once the passenger has been picked up, the progress of the TNC Partner vehicle can then be tracked via GPS so that the location of the passenger is always known.

Because passengers can only pay for Rasier's service via a credit card account that has been pre-arranged and linked to their Uber accounts, passengers and drivers have no need to carry cash or a credit card with them during trips. This cashless experience substantially reduces the likelihood of crimes like robbery and assault. Moreover, the TNC Platforms include a driver rating system whereby after every trip passengers can rate the driver on a variety of categories, including safety. A driver whose service is deemed unsatisfactory as a result of these responses, after investigation, is no longer permitted to access the TNC platforms. Finally, Rasier's technology ensures that passengers and Rasier Partners are not able to access each other's contact information, which substantially minimizes the risk of a passenger or driver attempting to communicate with each other in an inappropriate manner after the trip ends.

### **4. Background Checks**

Rasier conducts a rigorous background check of prospective TNC Partner before allowing any potential TNC Partner access to a TNC platform. As part of this process, each prospective TNC partner is screened for crimes committed at the county, state, and federal level. Rasier also reviews each prospective TNC Partner's driving record and disqualifies any individual who has committed three moving violations within the last three years or one serious driving offense, such as driving under the influence, within the last three years. Rasier's background check and screening process are more stringent than the contract passenger carrier background checks and screening processes required by most jurisdictions across the country, including South Carolina. In addition, Rasier has a zero tolerance policy with regard to any use of drugs or alcohol by a TNC Partner. Should a passenger complain of the use of such substances by a TNC Partner, Rasier immediately suspends the driver pending a thorough investigation of the allegations.

### **5. Insurance**

TNC Partners carry commercial insurance coverage that ensures passengers are protected in the event of an accident. As further explained in Exhibit B to the Application, from the time a TNC Partner logs onto the app, he or she has up to \$100,000 of coverage for bodily injury to a passenger. This coverage increases to \$1,000,000 once a TNC Partner accepts a trip request. This level of insurance coverage far exceeds the minimum coverage requirements for contract passenger carriers in South Carolina.

### **6. Conclusion**

Rasier respectfully requests that the Commission afford this matter expedited treatment and consider the instant Application at the next scheduled Commission meeting. Rasier further requests that the Commission consider this matter without a hearing, approve the Application and the waivers requested



herein, and authorize ORS to issue Rasier a Class C – Transportation Network Carrier certificate.

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Rasier, LLC

1455 Market Street, 4<sup>th</sup> Floor

San Francisco, California

94103

Street Address of Applicant

Same

Mailing Address of Applicant (if different from street address)

415-952-7096

415-358-4125

Phone

Fax

legal@uber.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

See attached Exhibit A

3. Select Entity Type: (Check one)

☐ Individual Owner/Sole Proprietorship

☐ Partnership - List names and addresses of all person having an interest in the business.

☒ Corporation - List names and addresses of two principal officers.

Rasier, LLC is a Limited Liability Company. Axel Martinez and Karen Walker are the Managers.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Rasier has the financial capacity to support its expansion into South Carolina and is committed to making the necessary investment to make its South Carolina operations a going concern. Rasier considers its Balance Sheet to be confidential, proprietary, and competitively sensitive and provides the below projected Profit and Loss statement for its South Carolina operations for the period September 2014 through August 2015. To the extent the Commission's regulations require further information in this regard, Rasier respectfully requests that such requirements be waived.

Operating Revenue	108,836
Legal	21,274
General Office Expense	74,540
Advertising Expense (and Marketing)	36,894
Materials and Supplies Expense	4,059
Total Operating Expense	136,767
Net Gain (Loss)	(27,931)

#### BALANCE SHEET

Balance at Time Application is Filed:  
Month September Year 2014

##### Assets:

Cash	\$1
Receivables	\$0
Real Estate	\$0
Buildings and Equipment (Net)	\$0
Motor Vehicles (Net)	\$0
Garage Equipment (Net)	\$0
Machinery and Tools (Net)	\$0
Supplies on Hand	\$0
Prepays and Other Assets	\$0
<b>Total Assets*</b>	<b>\$1</b>
<b><u>Liabilities and Equity:</u></b>	
Accounts Payable	\$0
Notes Payable	\$0
Mortgages Payable	\$0
Equipment Obligations	\$0
Accrued Salaries and Wages	\$0
Other Accrued Obligations	\$0
Other Liabilities	\$1
<b>Total Liabilities</b>	<b>\$1</b>
Capital Stock	\$1
Retained Earnings	\$0
<b>Total Equity</b>	<b>\$1</b>
<b>Total Liabilities and Equity*</b>	<b>\$1</b>

## PROPOSED RATES AND CHARGES FOR SERVICE

### Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Rates will be calculated on the basis of the distance and time between the points of origination and the destination and include a minimum base fare. Currently, Rasier's rates for the UberX service are: \$1.95 for the base fare; \$0.20 per minute + \$1.75 per mile; \$4 minimum fare. Rasier's rates for the UberXL service are: \$3.50 for the base fare; \$0.25 per minute + \$2.75 per mile; \$7 minimum fare. For both services, there is a \$1 safe rides fee for all trips and a \$5 cancellation fee applied as necessary.

Flat fees will be charged for trips to specific destinations, such as the airport.

Rates may increase or decrease in real time for the purpose of balancing supply and demand, such as for promotional offerings, special events, or holidays. The maximum possible increase that would be applied under these circumstances would be fifteen (15) times the standard rates.

In all situations, the prospective customer will be advised of the applicable rates being charged and will have the option of receiving an estimated fare before booking the ride. Upon completion of a trip, Rasier will transmit an electronic receipt to the passenger documenting the details of the trip.

Cancellation fees and cleaning fees will be applied as necessary, with advance notice to the customer.

Requested Scope of Authority: Check all counties in which you are requesting permission to operate. You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

<input type="checkbox"/> Abbeville	<input type="checkbox"/> Cherokee	<input type="checkbox"/> Florence	<input type="checkbox"/> Lee	<input type="checkbox"/> Saluda
<input type="checkbox"/> Aiken	<input type="checkbox"/> Chester	<input type="checkbox"/> Georgetown	<input type="checkbox"/> Lexington	<input type="checkbox"/> Spartanburg
<input type="checkbox"/> Allendale	<input type="checkbox"/> Chesterfield	<input type="checkbox"/> Greenville	<input type="checkbox"/> Marion	<input type="checkbox"/> Sumter
<input type="checkbox"/> Anderson	<input type="checkbox"/> Clarendon	<input type="checkbox"/> Greenwood	<input type="checkbox"/> Marlboro	<input type="checkbox"/> Union
<input type="checkbox"/> Bamberg	<input type="checkbox"/> Colleton	<input type="checkbox"/> Hampton	<input type="checkbox"/> McCormick	<input type="checkbox"/> Williamsburg
<input type="checkbox"/> Barnwell	<input type="checkbox"/> Darlington	<input type="checkbox"/> Horry	<input type="checkbox"/> Newberry	<input type="checkbox"/> York
<input type="checkbox"/> Beaufort	<input type="checkbox"/> Dillon	<input type="checkbox"/> Jasper	<input type="checkbox"/> Oconee	
<input type="checkbox"/> Berkeley	<input type="checkbox"/> Dorchester	<input type="checkbox"/> Kershaw	<input type="checkbox"/> Orangeburg	<input checked="" type="checkbox"/> Statewide
<input type="checkbox"/> Calhoun	<input type="checkbox"/> Edgefield	<input type="checkbox"/> Lancaster	<input type="checkbox"/> Pickens	
<input type="checkbox"/> Charleston	<input type="checkbox"/> Fairfield	<input type="checkbox"/> Laurens	<input type="checkbox"/> Richland	

## DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

Maximum Number of Passengers Vehicle is Equipped to Carry: (The number of passengers a vehicle is equipped to carry is based on the number of seatbelts in the vehicle, including the driver's seatbelt.)

☒ 1-7 Passengers, including driver

☐ 8-15 Passengers, including driver

Rasier proposes to operate as a transportation network company ("TNC") that contracts with individuals who provide transportation services in South Carolina ("TNC Partner") requested through a TNC digital platform ("TNC Platform"). The TNC Platform connects passengers to TNC Partners who will use their personal, non-commercially licensed vehicles for the purpose of providing transportation services. However, Rasier will ensure that TNC Partners only use vehicles with a maximum seating capacity of seven persons, including the driver. Additionally, Rasier will require TNC Partners to use 4 door passenger vehicles, no more than ten (10) model years old, that seat at least five (5) adults including the driver.

Rasier does not propose to provide Class C Taxi or Charter Carrier services. Consistent with 10 S.C. Code Ann. Reg. 103-133(7), however, Rasier will require vehicles operated by TNC Partners to undergo and pass a comprehensive safety inspection before the vehicle provides transportation network services and thereafter on an annual basis. Attached as Exhibit C is Rasier's Annual Vehicle Inspection report that identifies the items to be inspected on each vehicle. Due to the competitive nature of its proposed operations, Rasier asserts that any documents reflecting vehicle-specific information of its TNC Partners are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order permitting Rasier to comply with the production, reporting, and registration requirements of 10 S.C. Code Ann. Regs. 103-133(7) and 103-151 by maintaining the vehicle inspection reports and making those records available for ORS review at Rasier's local office or as ORS and Rasier may otherwise agree. Rasier further requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partner vehicles. If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

Rasier anticipates that it will have over 20 vehicles used by TNC Partners to provide transportation services in South Carolina and agrees to provide ORS with a notarized affirmation from an authorized Rasier representative every six (6) months attesting that at least this number of vehicles are in operation. Accordingly, Rasier submits that it will be exempt from any requirements to pay license decal fees pursuant to S.C. Code Ann. § 58-23-560.

MAKE  
WEIGHT

YEAR & MODEL

VIN#

EMPTY

## INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

### **PLEASE SEE THE DOCUMENTS ATTACHED AS EXHIBIT B.**

The following insurance quote is for:

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Address of Applicant

**Amount of Premium:**

Liability Insurance \$ \_\_\_\_\_

The above quoted premium is for a term of \_\_\_\_\_

**Minimum Limits - Intrastate Only:**

1-7 Passengers\* \$ 25,000/50,000/25,000

8-15 Passengers\* \$ 25,000/100,000/25,000

**Limits Quoted: (See Below)**

Limits \_\_\_\_\_  
months.

\* Passengers = Number of seatbelts in the vehicle,  
including the driver's seatbelt

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Insurance Company Representative's Signature

**NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).

**Exhibit Fit, Willing, and Able (FWA)**

Rasier, LLC

Name of Applicant

1. Are there currently any outstanding judgments against the Applicant?

☐ Yes ☒ No

If Yes, indicate nature of judgment(s) against applicant.

2. Is Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

Rasier has been provided with the statutes and regulations set forth by the South Carolina PSC for Class C Motor Vehicle Carriers and will comply with these statutes and regulations.

3. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes ☐ No

## **Exhibit on Driver Qualifications**

1. Applicant understands that all drivers must be a minimum of 18 years of age.

☒ Yes                      ☐ No

Rasier will require its TNC Partners to be at least 21 years of age.

2. Applicant understands that a certified copy of the driver's three (3) year driving record issued by the SC DMV and such record from the DMV of the state in which the driver is or has been domiciled for such period must be maintained in the Applicant's business office.

☒ Yes                      ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review a driving history research report (motor vehicle records search) from the state of South Carolina, including records maintained by the South Carolina Department of Motor Vehicles, or the state of licensure for such individual. Reported information will include any disciplinary actions, issue date, expiration date, status, and restrictions. Rasier will disqualify any applicant whose driving record check reveals that, within the three-year period prior to such check, they have been convicted of or pleaded guilty to more than three moving violations.

Rasier will maintain up to date copies of the following documents and information for all TNC Partners who operate in South Carolina:

1. The driving history research report;
2. Proof that each TNC Partner maintains a personal automobile liability insurance policy that meets the minimum state requirements\*;
3. Each TNC Partner's driver's license;
4. Each TNC Partner's social security number;
5. Each TNC Partner's vehicle's registration card; and
6. Proof of inspections.

Due to the competitive nature of its proposed operations, Rasier asserts that any documents reflecting the identity of its drivers are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order permitting Rasier to comply with the production, reporting, and registration requirements of 10 S.C. Code Ann. Regs. 103-133(7) and 103-151 by maintaining those records and making those records available for ORS review at Rasier's local offices or as ORS and Rasier may otherwise agree. Rasier further requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partners. If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

\*As further explained in Exhibit B, the insurance policy issued by James River Insurance Company ("James River") will provide primary coverage from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle.

3. Applicant understands that a criminal history background check from the state where the driver currently lives must be maintained in the Applicant's business office.

☒ Yes ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review a criminal history research report for such person using the Multi-State/Juris Criminal Records Locator or other similar commercial nationwide database with validation (primary source search). This search includes Information from various jurisdictions including county court records, state repositories, Department of Corrections, Department of Public Safety, Traffic Court and proprietary offender data. In addition, Rasier will disqualify any applicant whose criminal history record check reveals that they have been convicted of or pleaded guilty to any offense that would prevent their operation as a Class C Motor Carrier pursuant to South Carolina law or the Commission's regulations.

In addition, Rasier will implement a zero tolerance policy on the use of drugs or alcohol applicable to any TNC Partner. Rasier or an affiliated entity will provide notice of the zero tolerance policy on its website as well as the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. Upon receipt of a passenger complaint that a TNC Partner was under the influence of drugs or alcohol during the course of a ride, Rasier will immediately deactivate the TNC Partner's access to its TNC Platform pending an investigation of the allegations. The TNC Partner's deactivation of access to the TNC Platform will last for the duration of the investigation.

4. Applicant understands that all drivers operating a vehicle under a Class C Certificate must have in their possession when operating a vehicle, a valid driver's license issued by the SC DMV or the current state of residence of the driver.

☒ Yes ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will determine that each TNC Partner possesses a valid driver's license, social security number, and proof of vehicle registration; maintains current personal automobile liability insurance that meets minimum standards set forth in the jurisdiction where the vehicle is registered; and is at least twenty-one (21) years of age. In addition, the software application used by Rasier to connect TNC Partners and passengers will permit passengers to view on their smart phone, tablet, or other mobile device before the passenger enters the TNC Partner's vehicle a photograph of the TNC Partner and the TNC Partner Vehicle's license plate number.

5. Applicant understands that all Class C Certificate holders are prohibited from employing or leasing vehicles to drivers who are registered, or required to be registered, as sex offenders with the South Carolina State Law Enforcement Division or any national registry of sex offenders.

☒ Yes ☐ No

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review South Carolina's Sex Offender Registry and the U.S. Department of Justice's National Sex Offenders Public Website. Rasier will disqualify a driver during any period in which he or she is a person for whom registration with the Sex Offender Registry is required pursuant to South Carolina law or on the U.S. Department of Justice's National Sex Offenders Public Website.



## **REGULATORY COMPLIANCE/WAIVERS**

Based upon the nature of services to be provided by Rasier and its TNC Partners, Rasier respectfully requests that the Commission issue an order authorizing Rasier to comply with or waiving compliance with certain of the Commission's regulations as follows:

1. 10 S.C. Code Ann. Reg. 103-133(7)(B)(8) – Receipt.

The TNC Platform provides each passenger with an electronic receipt at the conclusion of each trip. Rasier therefore requests that the Commission find that the provision of an electronic receipt through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(8).

2. 10 S.C. Code Ann. Reg. 103-133(7)(B)(10) – Identification Badges.

The TNC Platform provides each passenger with information regarding the TNC Partner and TNC Partner Vehicle. Rasier, therefore requests that the Commission find that furnishing information regarding a TNC Partner and TNC Partner vehicle through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(10).

3. 10 S.C. Code Ann. Reg. 103-133(7)(B)(12) – Manifests.

The TNC Platform maintains a record of the time at which the TNC Partner logs into the TNC Platform and begins providing services, the time and place of commencement, the number of passengers transported, the name and place of delivery of the passengers, and the amount of the fare charged. Rasier therefore requests that the Commission find that the maintenance of these records through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(12).

4. 10 S.C. Code Ann. Reg. 103-133(7) – Provision of Information to ORS;  
10 S.C. Code Ann. Reg. 103-150(1)(a)(1) – Registering Motor Vehicles with ORS;  
10 S.C. Code Ann. Reg. 103-151 – Registration of Motor Vehicles;

As set forth in the Application, Rasier asserts that, due to the competitive nature of its proposed operations, any documents reflecting vehicle-specific information of its TNC Partners are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partners or TNC Partner vehicles. Instead, Rasier requests that the Commission allow Rasier to maintain driving records, vehicle inspection reports, and other similar competitively sensitive information and make those records available for ORS review at its offices.

5. Inspection of Vehicles.

Rasier will require vehicles operated by TNC Partners to undergo and pass a comprehensive safety inspection before the vehicle provides transportation network services and thereafter on an annual basis. Pursuant to Commission Regulations, ORS routinely performs, but is not required to conduct, an initial inspection of vehicles used to provide Class C motor carrier services. Because Rasier will require an inspection of its vehicles before they enter service, Rasier respectfully requests that the Commission waive any regulation requiring Rasier or a TNC Partner to submit to an initial ORS inspection of TNC Partner vehicles. Rather, Rasier will maintain the vehicle inspection records and make the same available to ORS following the procedures set forth in paragraph 4 above.

6. 10 S.C. Code Ann. Reg. 103-153 – Marking or Identification of Vehicles;  
10 S.C. Code Ann. Reg. 103-154 – License Decals and Vehicle Permit Cards.

Because TNC Partners operate privately owned vehicles, Rasier requests that the Commission waive the application of 10 S.C. Code Ann. Reg. 103-153 requiring motor carriers to display the name, place of principal office, and Commission identification number on the vehicle. Requiring Rasier and TNC Partners to comply with this regulation would unreasonably encumber TNC Partners and would create significant difficulty, thereby reducing the number of individuals willing to provide service as TNC Partners. Pursuant to its Trade Dress requirements and in order to clearly identify a vehicle as a TNC Partner Vehicle., Rasier will require TNC Partners to display a sign, emblem, or marking inside the windshield area or other conspicuous location that identifies a vehicle as providing TNC services under the brand name “Uber” when the TNC Partner is providing TNC services. Rasier will submit the proposed Trade Dress to ORS for approval and will require this Trade Dress to be consistently and uniformly displayed on all of the TNC Partner vehicles.

Rasier also anticipates that it will have over 20 vehicles used by TNC Partners to provide transportation services in South Carolina and agrees to provide ORS with a notarized affirmation from an authorized Rasier representative every six (6) months attesting that at least this number of vehicles are in operation. Accordingly, Rasier submits that it will be exempt from any requirements to pay license decal fees pursuant to S.C. Code Ann. § 58-23-560. To the extent that 10 S.C. Code Ann. Reg. 103-154 requires otherwise, Rasier respectfully requests a waiver of the same.

7. 10 S.C. Code Ann. Reg. 103-171 – Filing Evidence of Insurance.

Form E requires an insurer to certify that the coverage it has issued “provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State.” One of those obligations, is that the issuing carrier be “authorized to do business” in South Carolina. A minor change to the Form E that denotes that James River is certifying that the coverage issued meets the “financial amounts” vs. “obligations” imposed by law, will allow James River to issue a Form E as a surplus lines carrier. Rasier submits that the modified Form E attached as Exhibit B-3 to the application demonstrates the requisite evidence of bodily injury and property damage required by the Commission regulations. Rasier therefore requests that the Commission waive the requirements of 10 S.C. Code Ann. Reg. 103-171 and find that filing the revised Form E meets the insurance evidence requirements.

## **OTHER ITEMS**

Rasier will recruit TNC Partners via the Uber website, physical or virtual marketing, in-person events, and referrals from other TNC Partners.

Rasier will advise TNC Partners to consult with appropriate professionals and authorities regarding the possible financial and contractual consequences of operating as a TNC Partner, including consequences for personal income tax and tangible personal property tax liabilities, personal insurance coverage of the TNC Partner vehicle, and financing agreements with TNC Partner vehicle lienholders.

Rasier will require TNC Partners to accept only rides booked through a TNC Platform and not to solicit or accept street-hails.

Rasier will require each TNC Partner to carry at all times in the TNC Partner vehicle proof of both the TNC Partner's personal insurance and the insurance policies issued by James River Insurance Company, as described in Exhibit B.

TNC Partners will be required to immediately inform Rasier of:

1. Any change in the TNC Partner's driver's license status, motor vehicle registration, or motor vehicle insurance; and
2. Any arrest or charge for a crime or driving offense that would disqualify an individual from operating as a TNC Partner.

Rasier will require TNC Partners to access and operate smartphones, tablets, and other mobile devices in a manner consistent with South Carolina law and highway safety.

While engaged in providing transportation services, each TNC Partner vehicle will be required to display a marking, in a form approved by ORS and visible from outside the vehicle, identifying it as a vehicle operated under a TNC Platform.

If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

PUBLIC SERVICE COMMISSION OF SOUTH  
CAROLINA POST OFFICE  
DRAWER 11649  
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. § 58-23-10, et seq. (1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e- mail address as it appears on page one of this Application. To sign up for eService notifications, please visit [www.psc.sc.gov](http://www.psc.sc.gov) to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Title of Applicant (e.g. President, Owner, etc.)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

SWORN TO BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public


Commission Expires \_\_\_\_\_

**Personal Identification Information**

Name of Applicant: Rasier, LLC

Address: 1455 Market Street, 4<sup>th</sup> Floor

San Francisco, California 94103

Federal Employer  
Identification Number: 

**\*\*\*\*\* Confidential \*\*\*\*\***

**For Internal Use Only**

# **EXHIBIT A**

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

RASIER, LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on August 29th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
29th day of August, 2014.

  
Mark Hammond, Secretary of State

## **EXHIBIT B**



## **EXHIBIT B**

### **INSURANCE COVERAGE**

Rasier will maintain on each TNC Partner's behalf, or verify that each TNC Partner maintains, a liability insurance policy or policies that:

1. Provides primary coverage of at least \$1,000,000 per accident for accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle;
2. Provides uninsured/underinsured motorist coverage of at least \$1,000,000 per accident for bodily injury resulting from accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle; and
3. During the time that a TNC Partner is logged into a TNC Platform, but the TNC Partner is not providing services, provides contingent liability coverage of at least \$50,000 per person and at least \$100,000 per accident, and at least \$25,000 for property damage per accident, in the event that a TNC Partner's personal insurance policy denies coverage under the terms of the TNC Partner's personal insurance.
4. Includes a clause that binds the insurance company to the provisions of the above paragraphs until such time as the insurer provides ORS with notice of cancellation or modification of the policy, which notice will be provided not later than 30 days prior to the effective date of cancellation or modification.

These limits of coverage well exceed the minimum limits of liability required by 10 S.C. Code Ann. Regs. 103-172.

In compliance with 10 S.C. Code Ann. Regs. 103-133(4), Rasier submits the Certificates of Liability attached as Exhibit B-1 as evidence that insurance policies providing the above-described level of coverage have been issued by James River Insurance Company ("James River"), an Eligible Surplus Lines Insurer under the regulations of the South Carolina Department of Insurance. The Certificates of Liability also require James River to provide thirty- (30-) days notice in the event the policy is cancelled or non-renewed.

As reflected in the attached documents available on SCDOI's website (available by visiting <https://online.doi.sc.gov/Eng/Public/Static/DBSearch.aspx> and searching for "James River Insurance Company" under "Search for Companies"), James River is an Eligible Surplus Lines Insurer in South Carolina.

## **EXHIBIT B-1**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA, INC.  
99 HIGH STREET  
BOSTON, MA 02110  
Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

E-MAIL

(A/C, No):

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : James River Insurance Company

12203

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED  
Rasler, LLC,  
Rasler-CA, LLC, Rasler-DC, LLC  
1455 Market Street, 4th Floor  
San Francisco, CA 94103

## COVERAGES

CERTIFICATE NUMBER:

NYC-006920931-05

REVISION NUMBER:5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		CA43600143	12/21/2013	12/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured/Underinsured \$ 1,000,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY)	N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pursuant to policy terms and conditions:

a. "Named Operators" are drivers that have entered into a contract with a named insured (including Rasler LLC) prior to the time of an accident.

b. Covered autos are private passenger vehicles being used following the Named Operator's logged and recorded acceptance in the Uber application to provide transportation services while the named operator is 1) en route to the pick up location of the requested transportation services, or traveling to the final destination of the requested transportation services, including but not limited to, dropping-off of passengers.

## CERTIFICATE HOLDER

South Carolina  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGES**

Policy Change  
Number 55

<b>POLICY NUMBER</b>  CA43600143	<b>POLICY CHANGES EFFECTIVE</b>  8/28/2014 12:01 AM Standard Time at the address of the Named Insured	<b>COMPANY</b>  James River Insurance Company
<b>NAMED INSURED</b> Rasier LLC, Rasier-CA LLC, Rasier-DC LLC		<b>AUTHORIZED REPRESENTATIVE</b> Richard J. Schmitzer
<b>COVERAGE PARTS AFFECTED</b> ALL COVERAGE PARTS		

### **CHANGES**

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 added by endorsement 39 is deleted and replaced with the following:

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 –  
South Carolina Office of Regulatory Staff

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



Authorized Representative Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION AND NON RENEWAL NOTICE TO THIRD PARTY**

The following is added to the CANCELLATION AND NON-RENEWAL condition of this policy:

If we cancel or non-renew this policy, we will send written notice of cancellation or non-renewal to the person or organization shown in the Schedule below at the address shown below.

If the policy is being cancelled for non-payment of premium, the notice will be mailed at least 10 days before the effective date of the cancellation. If the policy is being cancelled for any other reason or non-renewed, the notice will be mailed at least 30 days before the effective date of the cancellation or non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SCHEDULE**

South Carolina Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  577522-AL-14-15	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>
<b>INSURED</b> Rasier, LLC, Rasier-CA, LLC, Rasier-DC, LLC 1455 Market Street, 4th Floor San Francisco, CA 94103	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> James River Insurance Company 12203
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER:

NYC-006920940-07

REVISION NUMBER:3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	<b>AUTOMOBILE LIABILITY</b>		CA43600179	03/14/2014	03/14/2015	
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$ 50,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$ 100,000
	X Pre-TripAccept					PROPERTY DAMAGE (Per accident) \$ 25,000
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
	DED	RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				OTH-ER
						E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pursuant to policy terms and conditions:

a. "Named Operators" are drivers that have entered into a contract with a named insured (including Rasier LLC) prior to the time of an accident.

b. Covered autos are and auto while the auto is being used when the Named Operator: i) has logged into the Uber application ii) is available to receive requests for transportation services from passenger(s) through the Uber application; and iii) has not accepted a request for transportation services from passenger(s) through the Uber application, and is not en route to the pick up such passenger(s), and is not transporting such passenger(s) to their destination.

## CERTIFICATE HOLDER

## CANCELLATION

South Carolina  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGES**

Policy Change  
Number 16

POLICY NUMBER  CA43600179	POLICY CHANGES EFFECTIVE  8/28/2014 12:01 AM Standard Time at the address of the Named Insured	COMPANY  James River Insurance Company
NAMED INSURED Rasier LLC, Rasier-CA LLC, Rasier-DC LLC		AUTHORIZED REPRESENTATIVE Richard J. Schmitzer
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

### **CHANGES**

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 added by endorsement 9 is deleted and replaced with the following:

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 –  
South Carolina Office of Regulatory Staff

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



Authorized Representative Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION AND NON RENEWAL NOTICE TO THIRD PARTY**

The following is added to the CANCELLATION AND NON-RENEWAL condition of this policy:

If we cancel or non-renew this policy, we will send written notice of cancellation or non-renewal to the person or organization shown in the Schedule below at the address shown below.

If the policy is being cancelled for non-payment of premium, the notice will be mailed at least 10 days before the effective date of the cancellation. If the policy is being cancelled for any other reason or non-renewed, the notice will be mailed at least 30 days before the effective date of the cancellation or non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SCHEDULE**

South Carolina Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



## **EXHIBIT B-2**

[Home](#) | [SCDOI Online Services](#) | [Search SCDOI Database](#) | [Contact Us](#)[SCDOI Online Services](#)**Company License Search Results**[SCDOI Connect Login](#)

Your Search: Keyword(s): Company Name= James river

Results Found: 1

Results Shown: 1-1

[Return to Search Criteria](#)

<a href="#">Company Name ?</a>	<a href="#">SC Company Code ?</a>	<a href="#">Company Type ?</a>	<a href="#">Status ?</a>	<a href="#">NAIC Code ?</a>	<a href="#">City, State ?</a>
<a href="#">JAMES RIVER INSURANCE COMPANY</a>	100910	Eligible Surplus Lines Insurer	Active	12203	Columbus, OH

[Return to Search Criteria](#)[Contact Us](#) | [Online Services](#)

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**Company Demographics & License Information**[SCDOI Connect Login](#)**Company & License Information**

? **Company Name:** JAMES RIVER INSURANCE COMPANY  
? **SC Company Code:** 100910  
? **Statutory Home Office** 52 East Gay Street  
**Address:** Columbus, OH43216-1008  
? **Mailing Address:** POST OFFICE BOX 27648  
Richmond, VA23261-7648

**Company Links**

[View Licensed/View Closed  
Complaint Summary](#)  
[View Licensed/ Appointed Producers  
by City](#)  
[View Lapse Appointed Producers](#)

**Contact Information**

? **Phone Number:** 804-289-2700  
? **Toll Free Number:**  
? **Fax Number:** 804-289-2703  
? **Web Address:**

**Other Information**

? **NAIC Code:** 12203  
? **FEIN Code:**  
? **NAIC Group Number:** 084  
? **Organization Type:** Corporation  
? **Year Organized:** 1987  
? **State of Domicile:** OH

**License Information**

? **Company Type:** Eligible Surplus Lines Insurer  
? **License Effective Date:** 12/22/1988  
? **License Status:** Active  
? **Number of Producers** 0 - General  
**Appointed by Category:** 2 - Local  
0 - Special  
0 - Travel Baggage  
? **Unlimited Authorities:** 22-Property, 23-Casualty, 25-Marine

[Contact Us](#) | [Online Services](#)

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[Home](#) | [SCDOI Online Services](#) | [Search SCDOI Database](#) | [Contact Us](#)[SCDOI Online Services](#)**Company Closed Complaint Summary Information**[SCDOI Connect Login](#)? **Company Name:** JAMES RIVER INSURANCE COMPANY? **Company Code:** 100910? **NAIC Code:** 12203

**There is no complaint information available for the selected company during the past three years.**

[Contact Us](#) | [Online Services](#)

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## **EXHIBIT B-3**

**Form E**  
**UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY**  
**DAMAGE LIABILITY CERTIFICATION OF INSURANCE**

Filed with \_\_\_\_\_ (hereinafter called Department)  
(Name of Department)

This is to certify that the James River Insurance Company  
(Name of Company)

(hereinafter called Company) of 6641 West Broad Street, Suite 300, Richmond, VA 23230  
(Home Address of Company)

has issued to Rasier, LLC  
(Name of Motor Carrier)

of 1455 Market Street, 4<sup>th</sup> Floor, San Francisco, CA 9413  
(Address of Motor Carrier)

insurance effective from \_\_\_\_\_ 12:01 a.m. standard time at the address of the insured stated in said policy or policies and continuing until cancelled as provided herein, which, by attachment of the uniform motor carrier bodily injury and property damage liability insurance endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the ~~obligations~~ financial amounts imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Department has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the company agrees to furnish the Department a duplicate original of said policy or policies and all endorsements thereon. This certificate and the endorsement described herein may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the Department, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of said Department.

Countersigned at \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
(Address) (Day) (Month) (Year)

Insurance Company File No. \_\_\_\_\_ (Policy No) \_\_\_\_\_ (Authorized Company Representative)

# **EXHIBIT C**

## ANNUAL VEHICLE INSPECTION

INSPECTION POINT	PASS	FAIL	INSPECTION POINT	PASS	FAIL
<b>1 Foot brakes</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>9 Turn indicator lights</b>	<input type="checkbox"/>	<input type="checkbox"/>
Min. pad/shoe thickness per manufacturer _____			<b>10 Stop Lights</b>	<input type="checkbox"/>	<input type="checkbox"/>
Right front Measurements _____			<b>11 Front seat adjustment</b>	<input type="checkbox"/>	<input type="checkbox"/>
Left front Measurements _____			<b>12 Doors (open, close, lock)</b>	<input type="checkbox"/>	<input type="checkbox"/>
Right rear Measurements _____			<b>13 Horn</b>	<input type="checkbox"/>	<input type="checkbox"/>
Left rear Measurements _____			<b>14 Speedometer</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 Emergency brake (parking brake)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>15 Bumpers</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3 Steering mechanism</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16 Muffler and exhaust system</b>	<input type="checkbox"/>	<input type="checkbox"/>
Ball joints	<input type="checkbox"/>	<input type="checkbox"/>	<b>17 Tires, incl. tread depth</b>	<input type="checkbox"/>	<input type="checkbox"/>
Tie rods	<input type="checkbox"/>	<input type="checkbox"/>	Right front [32nd's / In] _____		
Rack & pinion	<input type="checkbox"/>	<input type="checkbox"/>	Left front [32nd's / In] _____		
Bushings	<input type="checkbox"/>	<input type="checkbox"/>	Right rear [32nd's / In] _____		
<b>4 Windshield</b>	<input type="checkbox"/>	<input type="checkbox"/>	Left rear [32nd's / In] _____		
Large crack	<input type="checkbox"/>	<input type="checkbox"/>	<b>18 Interior and exterior rear view mirrors</b>	<input type="checkbox"/>	<input type="checkbox"/>
Small crack	<input type="checkbox"/>	<input type="checkbox"/>	<b>19 Safety belts for driver and passanger(s)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5 Rear window and other glass</b>	<input type="checkbox"/>	<input type="checkbox"/>			
<b>6 Windshield wipers</b>	<input type="checkbox"/>	<input type="checkbox"/>			
<b>7 Headlights</b>	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8 Tail lights</b>	<input type="checkbox"/>	<input type="checkbox"/>			

**VEHICLE INSPECTION**  
(Please circle)  
**PASS** **FAIL**  
Must pass all inspection points to pass vehicle inspection

PARTNER NAME

EMAIL ADDRESS

PARTNER SIGNATURE

PARTNER PHONE NUMBER

DATE

## TO BE COMPLETED BY INSPECTOR

COMPANY

VEHICLE MILEAGE

LICENSE PLATE #

VIN#

VEHICLE MAKE

VEHICLE MODEL

VEHICLE YEAR

ADDRESS

INSPECTOR NAME

INSPECTOR SIGNATURE

INSPECTION DATE



**EXHIBIT WMG-2**  
**Docket No. 2014-372-T**

U B E R

# The Uber App

Exhibit WMG-2

Docket No. 2014-372-T

U B E R

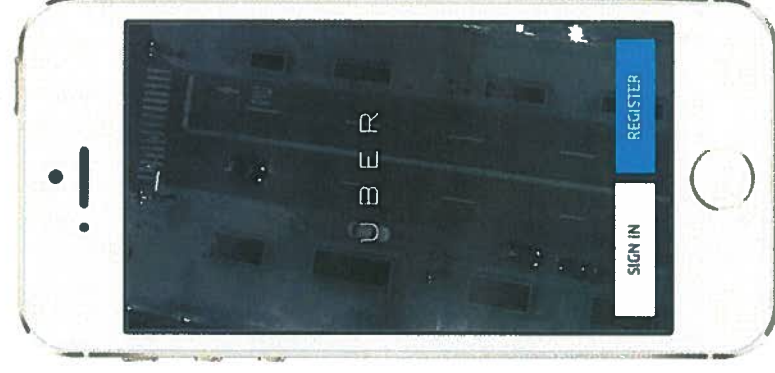
# Getting Started

# U B E R

## Downloading the App

Uber is available on Apple and Android devices.

- Search “Uber” in iTunes, the Apple App Store, or Google Play
- Click Install or “Get”
- Once installed, open the app on your home screen and Sign In or Register



## Registering Your Account In-App

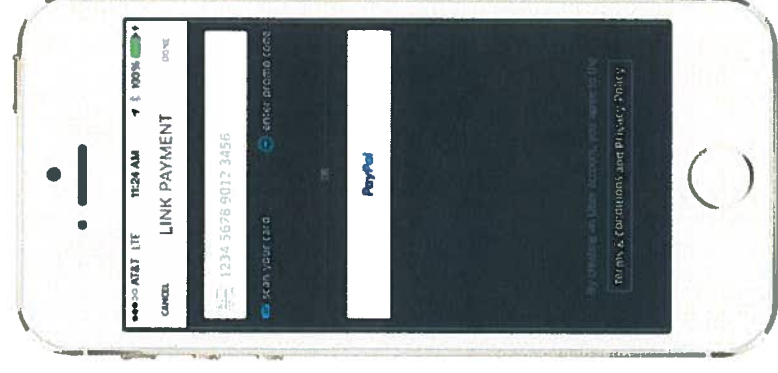
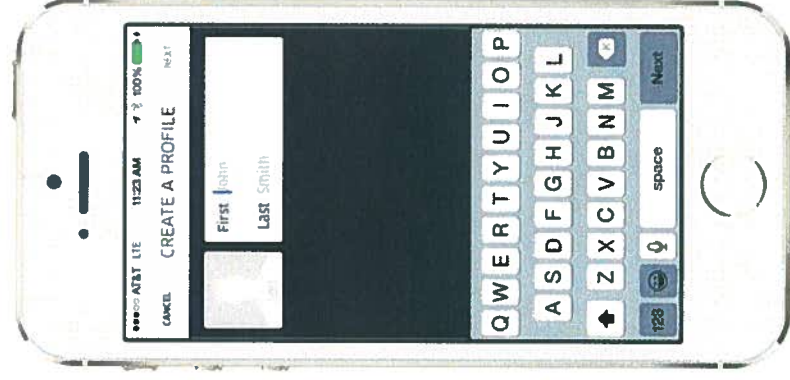
- If registering a new account, fill in the the requested info

- Add a method of payment:

- Credit Card


- PayPal

- Apple Pay on certain devices



## Signing Up Online

- Visit [uber.com/signup](https://uber.com/signup)
- Enter your account information
- Add a method of payment:
  - Credit Card
  - PayPal



**SIGN UP TO RIDE**

Welcome to Uber, the easiest way to get around at the tap of a button

Create your account and get moving in minutes

**Account**

EMAIL

PHONE NUMBER

PASSWORD

CONFIRM PASSWORD

**Profile**

NAME

DOB

MOBILE NUMBER

COUNTRY CODE

LANGUAGE

**Payment**

CREDIT CARD NUMBER

EXPIRATION DATE

CVV

POSTAL CODE

**ADD A NEW CARD**

**UPDATE ACCOUNT**



U B E R

# Requesting a Ride

# U B E R

## Ready to Ride?

- Once you're in the app, Uber uses GPS technology to determine your location and find nearby TNC Partners
- Before requesting, you can take a look at the ETA of the nearest TNC Partner as well as a break down of the fare you'll be charged





MEMBER



uberX  
THE LOW-COST UBER



uberX	uberXL
<p>BASE FARE</p> <p><b>\$1.95</b></p>	
<p><b>\$0.20</b></p> <p>PER MINUTE</p>	<p><b>\$1.75</b></p> <p>PER MILE</p>
+	
	<p>SAFE RIDES FEE</p> <p><b>\$1</b></p>
	<p>MIN FARE</p> <p><b>\$4</b></p>
	<p>CANCELLATION FEE</p> <p><b>\$5</b></p>

**SAMPLE VEHICLES:** TOYOTA CAMRY DODGE CARAVAN NISSAN ALTIMA

UBER

## uberXL Fares

uberXL

LOW-COST RIDES FOR LARGE GROUPS



uberX

BASE FARE  
**\$3.50**

+

**\$0.25**  
PER MINUTE

+

**\$2.75**  
PER MILE

uberXL

SAFE RIDES FEE

**\$1**

MIN. FARE

**\$7**

CANCELLATION FEE

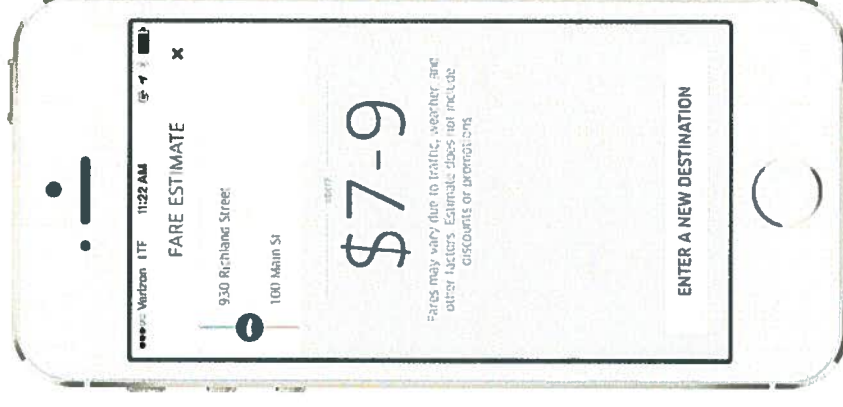
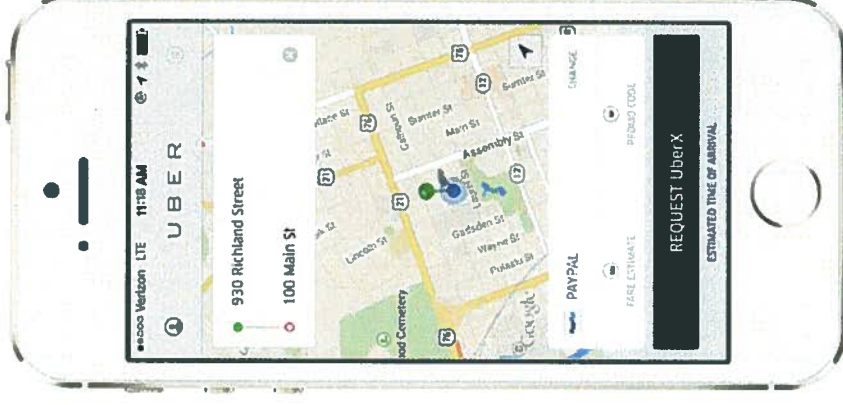
**\$5**

SAMPLE VEHICLES: DODGE CARAVAN HONDA ODYSSEY CHRYSLER TOWN AND COUNTRY

SAMPLE VEHICLES: TOYOTA CAMRY DODGE CARAVAN NISSAN ALTIMA

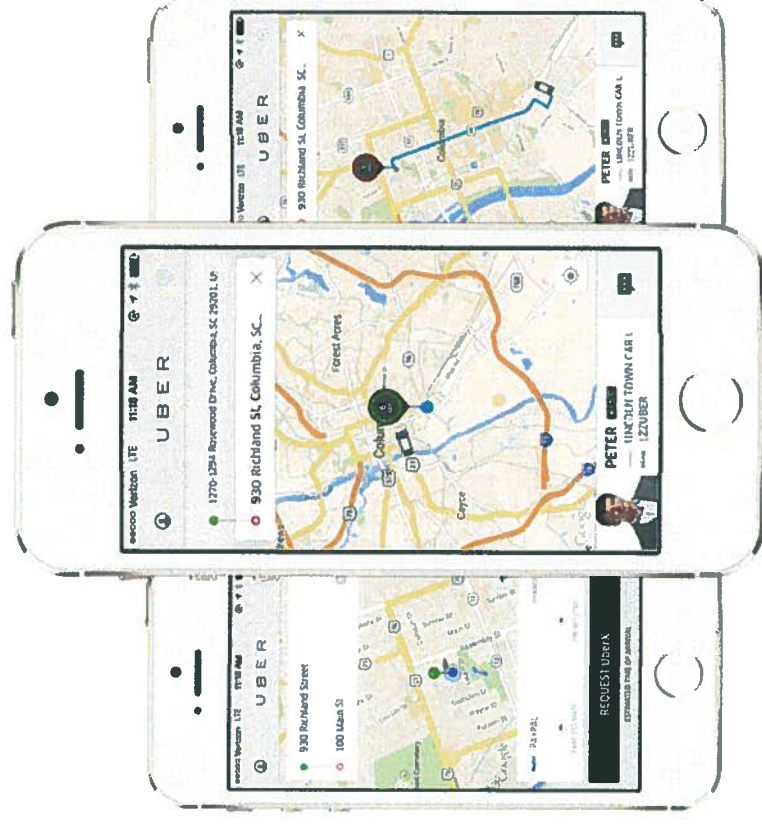
## Request a Fare Estimate

- Before requesting a ride, click “Fare Estimate” and enter your destination address.
- You will then be given a fare estimate from your pickup location to your destination address.

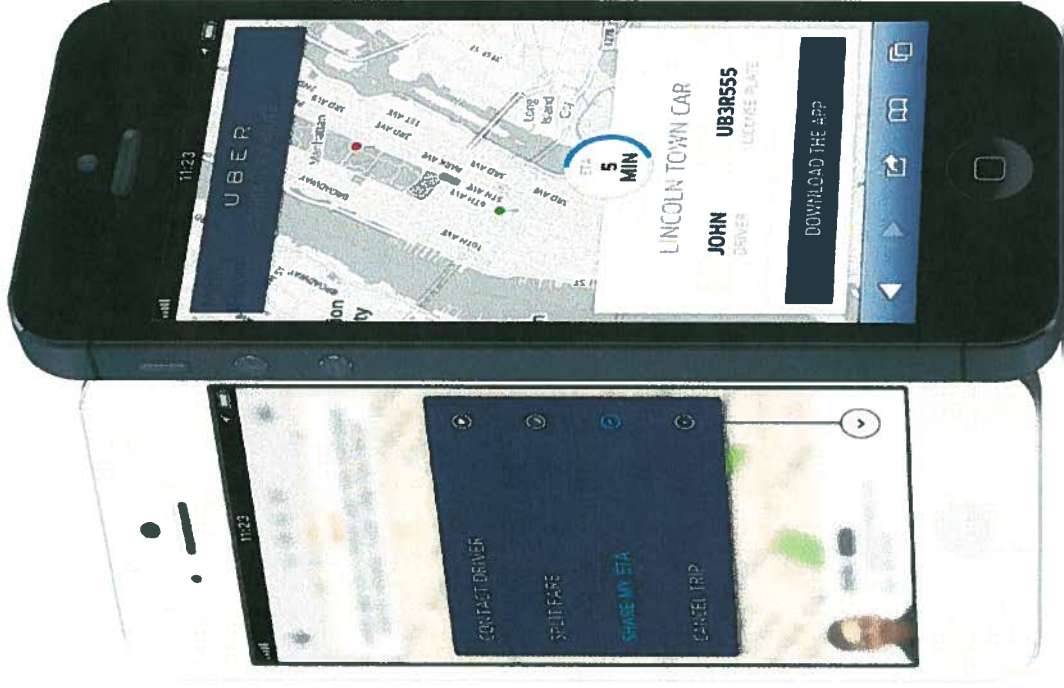


## Enter Your Destination

1. Click "REQUEST uberX" when you're ready to go, and enter your desired destination to provide the TNC Partner with turn-by-turn in-app directions.
2. Once a TNC Partner has accepted the trip, the app will display: a photo of the TNC Partner, the Partner's first name and rating, the vehicle's make, model, and license plate number, and the rider's location.
3. When the rider enters the vehicle, the app will then display the suggested route and an estimate of how long it will take to reach the destination.







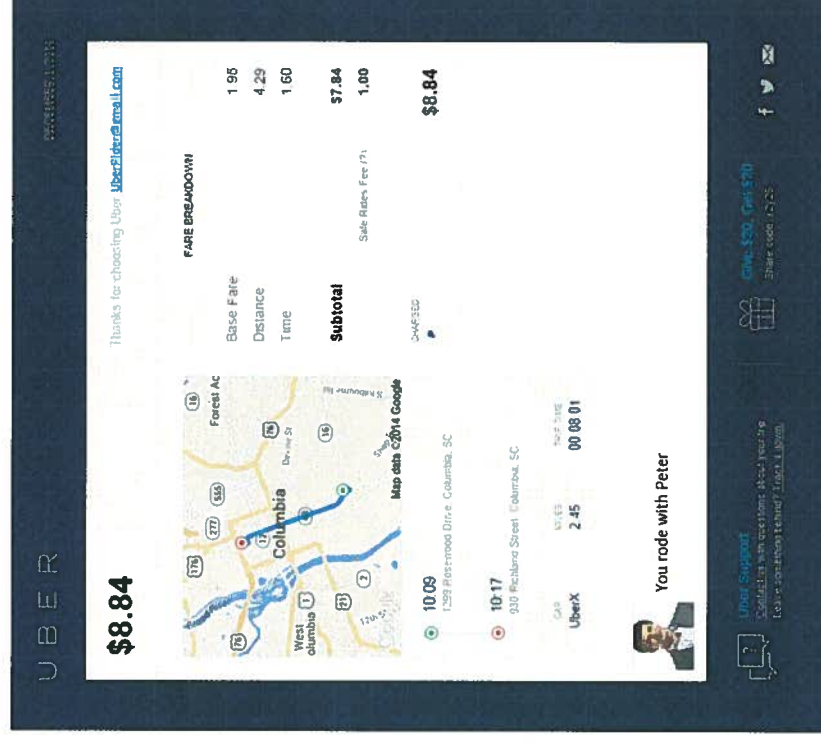
## On Trip App Features

- **Share your ETA** to let friends know your trip details, ETA, and allow them to track your trip progress
- **Split your fare** to cut the cost of your ride. Friends riding with you who have the Uber app will be able to pay a portion of the fare.

# U B E R

## Once You've Arrived...

- After reaching your destination, you'll have the option to rate your TNC Partner in-app.
- You'll also receive a trip receipt via email. (TNC Partners do not receive tips. The amount shown on the receipt reflects the total charge.)



U B E R

# Surge Pricing

## What Is Surge Pricing?

- **What:** A temporary rate increase through the application of dynamic pricing
- **Why:** If there are not enough TNC Partners during high demand times, ride requests will go unfulfilled or riders may have to wait for an extended amount of time for a ride. Rates increase or decrease in real time to balance supply and demand.
- **When:** Most common during peak times on weekends, certain holidays, and during large sporting or entertainment events.

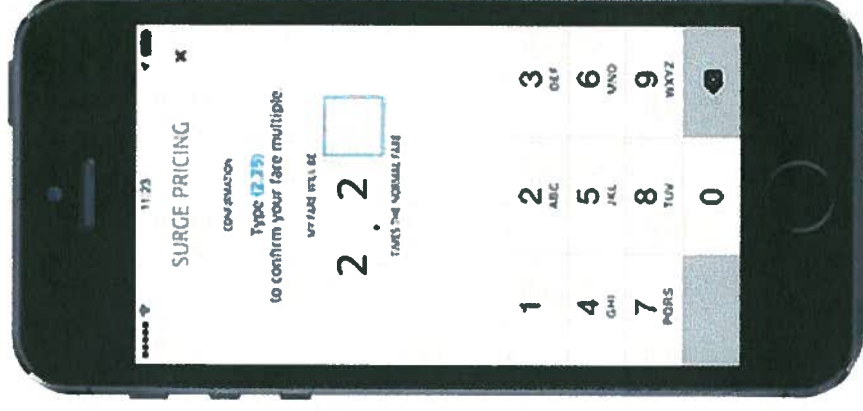
New Years Eve Example:





## How Do We Communicate Surge Pricing?

- The Uber app makes it clear when surge pricing is in effect and displays the rate.
- Riders must first click to accept the higher fare.
- Riders must then confirm their understanding by entering the fare multiple.



## How Do We Communicate Surge Pricing?

Riders also have the option to be notified if surge pricing ends at their location within 30 minutes. They'll receive a notification if surge pricing does end.



U B E R

TNC Partners

# U B E R

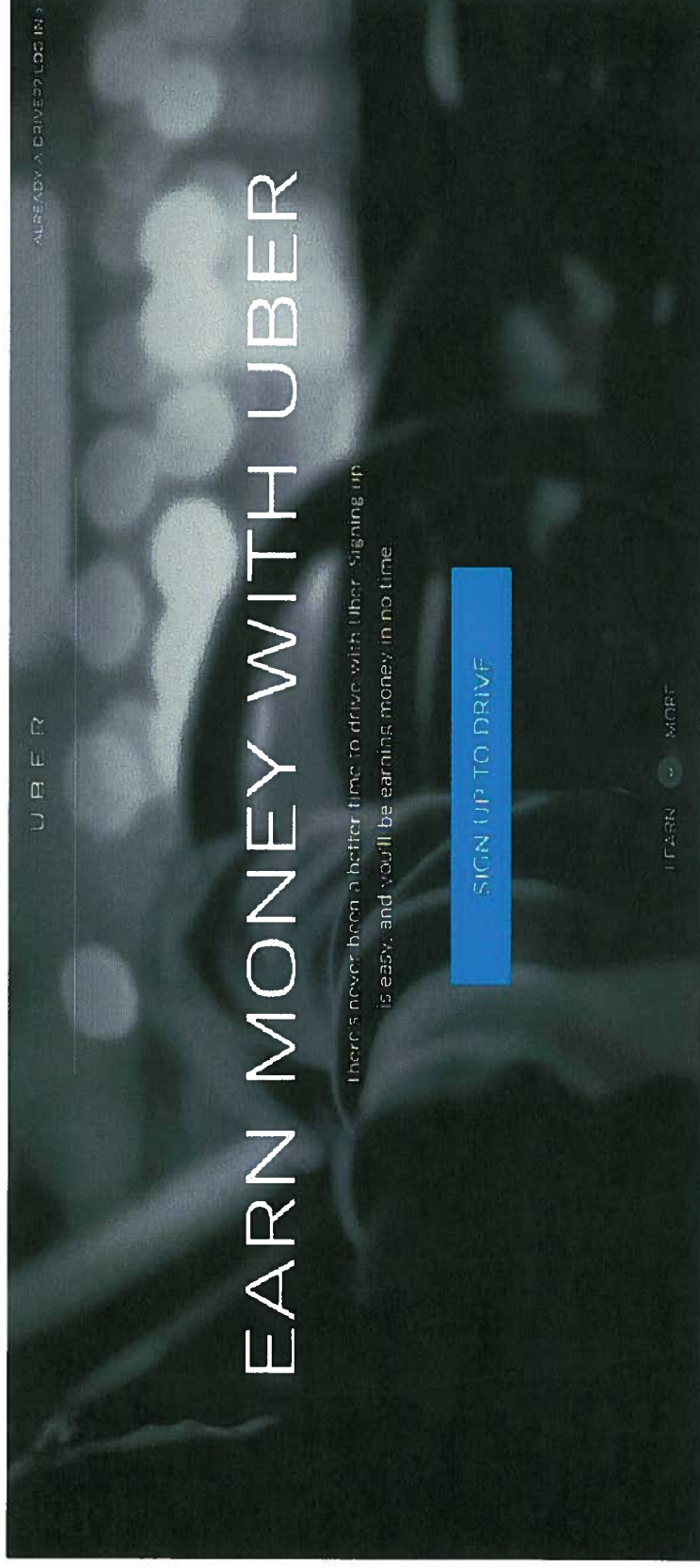
## Recruiting TNC Partners

Raiser recruits via:

- The Uber website
- Physical or virtual marketing
- In-person events
- Referrals from other TNC Partners

## TNC Partner Requirements

- Must be at least 21 years old
- Must Possess
  - Valid driver's license
  - Social Security number
  - Proof of vehicle registration
  - Maintain Current Personal Automobile Liability Insurance

A dark, atmospheric photograph of a person's hands on a steering wheel, serving as the background for the Uber advertisement. The Uber logo is in the top left corner. The main headline 'EARN MONEY WITH UBER' is centered in large, white, sans-serif capital letters. Below it, a smaller line of text reads: 'There's never been a better time to drive with Uber. Signing up is easy, and you'll be earning money in no time.' A prominent blue button with the text 'SIGN UP TO DRIVE' is positioned on the right side. In the bottom right corner, there are links for 'LEARN' and 'MORE' separated by a chevron icon. A small text 'ALREADY A DRIVER? LOG IN' is located in the top right corner.

U B E R

# EARN MONEY WITH UBER

There's never been a better time to drive with Uber. Signing up is easy, and you'll be earning money in no time.

[SIGN UP TO DRIVE](#)

[LEARN](#) [MORE](#)

ALREADY A DRIVER? LOG IN

## Rasier Reviews:

- Driving History Research Report
- Criminal History Background Check
- South Carolina Sex Offender Registry and the U.S. Department of Justice's National Sex Offenders Public Website

## Rasier Prohibits:

- Rasier has a zero tolerance policy on the use of drugs or alcohol applicable to any TNC Partner
- Potential TNC Partners who are registered or required to be registered as sex offenders are prohibited from using the Uber app



U B E R

# TNC Partner Vehicles

## Vehicle Restrictions

- Rasier implements the following restrictions:
  - TNC Partners must only use vehicles with a maximum seating capacity of 7 and minimum seating capacity of 5 adults (including the TNC Partner)
  - TNC Partners must use 4 door passenger vehicles
  - Vehicle model must be no more than 10 years old
  - Vehicle must undergo and pass a safety inspection on an annual basis

### RASIER

P.4

#### ANNUAL VEHICLE INSPECTION

INSPECTION POINT	PASS	FAIL	INSPECTION POINT	PASS	FAIL
1 Foot brakes	<input type="checkbox"/>	<input type="checkbox"/>	9 Turn indicator lights	<input type="checkbox"/>	<input type="checkbox"/>
Min. pad/shoe thickness per manufacturer	_____		10 Stop Lights	<input type="checkbox"/>	<input type="checkbox"/>
Right front Measurements	_____		11 Front seat adjustment	<input type="checkbox"/>	<input type="checkbox"/>
Left front Measurements	_____		12 Doors (open, close, lock)	<input type="checkbox"/>	<input type="checkbox"/>
Right rear Measurements	_____		13 Horn	<input type="checkbox"/>	<input type="checkbox"/>
Left rear Measurements	_____		14 Speedometer	<input type="checkbox"/>	<input type="checkbox"/>
2 Emergency brake (parking brake)	<input type="checkbox"/>	<input type="checkbox"/>	15 Bumpers	<input type="checkbox"/>	<input type="checkbox"/>
3 Steering mechanism	<input type="checkbox"/>	<input type="checkbox"/>	16 Muffler and exhaust system	<input type="checkbox"/>	<input type="checkbox"/>
Ball joints	<input type="checkbox"/>	<input type="checkbox"/>	17 Tires, incl. tread depth	<input type="checkbox"/>	<input type="checkbox"/>
Tie rods	<input type="checkbox"/>	<input type="checkbox"/>	Right front (32nd's / in)	_____	_____
Rack & pinion	<input type="checkbox"/>	<input type="checkbox"/>	Left front (32nd's / in)	_____	_____
Bushings	<input type="checkbox"/>	<input type="checkbox"/>	Right rear (32nd's / in)	_____	_____
4 Windshield	<input type="checkbox"/>	<input type="checkbox"/>	Left rear (32nd's / in)	_____	_____
Large crack	<input type="checkbox"/>	<input type="checkbox"/>	18 Interior and exterior rear view mirrors	<input type="checkbox"/>	<input type="checkbox"/>
Small crack	<input type="checkbox"/>	<input type="checkbox"/>	19 Safety belts for driver and passenger(s)	<input type="checkbox"/>	<input type="checkbox"/>
5 Rear window and other glass	<input type="checkbox"/>	<input type="checkbox"/>	<div style="border: 1px dashed black; padding: 5px;"> <b>VEHICLE INSPECTION</b>      <b>PASS</b>      <b>FAIL</b>                      (Please circle)                      Must pass all inspection points to pass vehicle inspection                 </div>		
6 Windshield wipers	<input type="checkbox"/>	<input type="checkbox"/>			
7 Headlights	<input type="checkbox"/>	<input type="checkbox"/>			
8 Tail lights	<input type="checkbox"/>	<input type="checkbox"/>			

PARTNER NAME \_\_\_\_\_ SMALL ADDRESS \_\_\_\_\_

PARTNER SIGNATURE \_\_\_\_\_ PARTNER PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

TO BE COMPLETED BY INSPECTOR

COMPANY \_\_\_\_\_ VEHICLE MILEAGE \_\_\_\_\_

LICENSE PLATE # \_\_\_\_\_ VIN# \_\_\_\_\_

VEHICLE MAKE \_\_\_\_\_ VEHICLE MODEL \_\_\_\_\_ VEHICLE YEAR \_\_\_\_\_

ADDRESS \_\_\_\_\_

INSPECTOR NAME \_\_\_\_\_ INSPECTOR SIGNATURE \_\_\_\_\_ INSPECTION DATE \_\_\_\_\_

This form expires one (1) year from the inspection date

U B E R

# Insurance



## James River Policy

- Provides end-to-end coverage
- Primary coverage of at least \$1,000,000 per accident for accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the rider exits the TNC Partner's vehicle.
- Uninsured/underinsured motorist coverage of at least \$1,000,000 per accident for bodily injury resulting from accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the rider exits the TNC Partner's vehicle.
- During the time that a TNC Partner is logged into a TNC Platform, but the TNC Partner is not providing services, provides contingent liability coverage of at least \$50,000 per person and at least \$100,000 per accident, and at least \$25,000 for property damage per accident, in the event that a TNC Partner's personal insurance policy denies coverage under the terms of the TNC Partner's personal insurance.
- Binds the insurance company to the provisions of the above paragraphs until such time as the insurer provides ORS with notice of cancellation or modification of the policy, which notice will be provided not later than 30 days prior to the effective date of cancellation or modification.

9

UBER

